

***United States Court of Appeals  
for the  
District of Columbia Circuit***



**TRANSCRIPT OF  
RECORD**



# COURT OF APPEALS OF THE DISTRICT OF COLUMBIA.

JANUARY TERM, 1905.

No. 1493.

MATTIE R. SLATER AND JOHN G. SLATER, APPELLANTS,

*vs.*

THOMAS H. RUDDERFORTH, FRANK W. RUDDERFORTH,  
INFANT, BY WILLIAM H. MULLEN, NEXT FRIEND;  
DAISY B. PALMER, EMMA F. THOMAS, AND MARY  
GRACE MULLEN.

APPEAL FROM THE SUPREME COURT OF THE DISTRICT OF COLUMBIA.

## INDEX.

	Original.	Print.
Caption .....	4	1
Bill .....	1	1
Exhibit "A"—Will of William Macabee and probate.....	12	7
"B"—Deed, Rudderforth <i>et al.</i> to Hufty .....	19	10
"C"—Deed, Hufty to Bride .....	24	12
"D"—Deed, Bride <i>et ux.</i> to Mattie R. Slater .....	28	14
"E"—Declaration <i>in re</i> deed to Hufty... ..	33	17
"F"—Tax deed, Commissioners D. C. to M. M. Gilliam .....	37	19
Answer of Mattie R. Slater to rule. ... ..	42	21
Affidavit of John G. Slater.....	46	23
Exhibit "A"—Judgment against Emma Rudderforth ....	49	25
J. G. S. No. 1—Assignment of judgment.....	50	25
Amendment to bill.....	51	26
Answer of Mattie R. Slater <i>et al.</i> .....	55	28
Marie F. Seltz .....	61	31
Carl J. F. Graff.....	63	32
John H. Walter .....	64	33

	Original.	Print
Replication .....	65	33
Testimony on behalf of complainants .....	66	34
Testimony of Daisy B. Palmer.....	68	35
Cross-examination.....	79	40
Testimony of Fannie E. Thomas .....	94	47
Cross-examination .....	101	50
Redirect examination.....	114	52
Recross-examination.....	115	52
Testimony of Mary Grace Mullen .....	116	53
Cross-examination .....	123	56
Redirect examination.....	134	59
Testimony of Susan A. Wilkinson.....	137	60
Cross-examination .....	141	61
Redirect examination.....	142	62
Testimony of Thomas H. Rudderforth.....	142	62
Cross-examination.....	146	64
Redirect examination.....	151	65
Testimony of John G. Slater .....	152	66
Malcolm Hufty.....	154	67
Samuel T. Kalbfus.....	159	69
Cross-examination.....	162	70
Testimony of R. H. T. Leipold.....	163	71
Harold E. Doyle .....	168	73
Cross-examination.....	170	74
Testimony of Malcolm Hufty.....	173	75
Cross-examination .....	178	77
Testimony of Mary Grace Mullen.....	180	78
W. Walton Edwards.....	185	80
John H. O'Donnell .....	188	82
Cross-examination of Mary G. Mullen (omitted in printing).....	191	—
Cross-examination of W. Walton Edwards (omitted in printing) .....	197	—
Exhibit M. H. No. 1—Check, Hufty to Slater, \$40 (omitted in printing) .....	203	—
M. H. No. 2—Check, Hufty to Slater, \$100 (omitted in printing) .....	203	—
M. H. No. 3—Declaration <i>in re</i> deed to Hufty.....	204	83
W. W. No. 1—Letter, Edwards to Slater.....	206	84
W. W. No. 2—Letter, Edwards to Slater.....	207	85
W. W. No. 2—Tax redemption bill.....	209	86
W. W. No. 3—Tax redemption bill.....	210	86
Testimony on behalf of defendants.....	212	87
Testimony of Charles H. Fickling .....	212	87
Cross-examination.....	214	88
Redirect examination....	214	88
Recross examination.....	215	88
Testimony of Charles W. Slater .....	215	88
Cross-examination.....	217	89
Redirect examination. .	219	89

# INDEX.

III

	Original.	Print
Testimony of James H. Marshall .....	220	89
Cross-examination .....	223	91
Redirect examination.....	232	95
Recross-examination.....	232	95
Testimony of Thomas W. Soran.....	234	97
Cross-examination .....	237	98
Redirect examination.....	242	101
Recross-examination.....	243	101
Testimony of John G. Slater .....	243	102
Cross-examination .....	253	107
Redirect examination .....	310	137
Testimony in rebuttal .....	313	139
Testimony of John F. Day .....	313	139
Cross-examination.....	315	140
Testimony of Benjamin R. Neale .....	318	141
Cross-examination .....	326	145
Redirect examination.....	332	148
Opinion of court.....	334	149
Decree, appeal, and penalty of bond fixed.....	348	156
Memorandum: Appeal bond filed .....	351	157
Time to file transcript extended .....	351	158
Time to file transcript extended .....	351	158
Directions for preparation of transcript by appellants.....	352	158
Directions for preparation of transcript by appellees .....	353	159
Clerk's certificate.....	354	159
Appellants' designation for printing record.....	355	160
Appellees' designation for printing record.....	357	161



# In the Court of Appeals of the District of Columbia.

MATTIE R. SLATER ET AL., Appellants, }  
vs. } No. 1493.  
THOMAS H. RUDDERFORTH ET AL. }

a Supreme Court of the District of Columbia.

THOMAS H. RUDDERFORTH, FRANK W. RUDDERFORTH, Infant, by William H. Mullen, Next Friend; Daisy B. Palmer, Emma F. Thomas, and Mary Grace Mullen, Complainants, }  
vs. } No. 23636. In Equity.  
MATTIE R. SLATER and JOHN G. SLATER, Her Husband; Carl J. F. Graff, Trustee; John H. Walter, Trustee, and Marie F. Seltz, Defendants. }

UNITED STATES OF AMERICA, } ss:  
District of Columbia, }

Be it remembered, that in the supreme court of the District of Columbia, at the city of Washington, in said District, at the times hereinafter mentioned, the following papers were filed and proceedings had, in the above-entitled cause, to wit:—

1 *Bill to Annul Deed, etc.*

Filed Nov. 26, 1902.

In the Supreme Court of the District of Columbia.

1, THOMAS H. RUDDERFORTH; 2, FRANK W. Rudderforth, Infant, by William H. Mullen, Next Friend; 3, Daisy B. Palmer; 4, Emma F. Thomas; 5, Mary Grace Mullen, } Equity. No. 23636.  
vs. }  
1, MATTIE R. SLATER, and, 2, JOHN G. SLATER, Her Husband. }

The complainants state as follows:

1. That they are all adults, except No. 2, who is an infant suing by his next friend, residents of the District of Columbia, and bring this suit in their own right.

2. The defendants are residents of the District of Columbia and are sued; No. 1 in her own right, and No. 2 as her husband.

3. The complainants are the only children and right heirs at law of the late Emma F. Rudderforth and Thomas H. Rudderforth, her husband, both deceased, and by the last will and testament of William Mockabee, deceased, duly probated and recorded in 2 Will Book No. 8 folio 53½ in the office of the register of wills for the District of Columbia, were given in fee simple subject to a life estate hereinafter set forth, part of lot 3 in Berry & Mohun's subdivision of square 717, city of Washington, District of Columbia, described as follows: Beginning at the southwest corner of said lot 3, thence running north along the east line of First street east, 15 feet, thence east 53 feet 10½ inches, thence south about 15 feet 1 inch to the south line of said lot 3, thence west along the south line of said lot 3, to the beginning, assessed on the tax books as containing 967 square feet of ground, and improved by a small frame house known as 815 First street, northeast. Said devise to complainants was subject to the life estate of their mother, the late Emma F. Rudderforth (*née* Powell), and who was called by her adopted name "Emma Smitson" and so designated in the said last will and testament of said William Mockabee. The said Emma F. Rudderforth departed this life on the 15 day of February, 1902. A certified copy of the last will and testament of said William Mockabee, is filed herewith, marked Exhibit "A" and made part of this bill.

4. That said Emma F. Rudderforth entered upon and took possession of said property when she was about 18 years of age and held and occupied same as her home for about 30 years thereafter, until, to wit, about May 28, 1898, when she vacated same under the following circumstances:

3 Shortly before said 28 day of May, 1898, the defendant John G. Slater approached the said Emma F. Rudderforth, (then a widow) and "stated to her that he (Slater) had bought her property at tax sale and had title thereto, and that she would have to vacate or be put out into the street; that there were about \$800 taxes overdue and in arrears against said property which he claimed to have paid or settled; that moreover, a certain one of her creditors, to wit, Jared G. Skidmore, had obtained a judgment against her and was proceeding to and would shortly sell her property and put her out of possession. By such false and fraudulent representations, the said Emma F. Rudderforth was greatly worried and distressed, and the said John G. Slater, taking advantage of the condition of her mind and her lack of information of the facts in the case, and her inexperience in matters of this kind, offered her the sum of \$200 for a conveyance of her interest in said property, stating that she had better take that than get nothing, and that if she would vacate at once, he (Slater) would not require of her the payment of the rent for said house for the then current month. The said Emma F. Rudderforth being in great distress and having no counsel to advise with

her, thought that what said defendant Slater told her was true. She thereupon agreed to accept his proposition, and on or about the latter part of May, 1898, vacated said property.

4 5. That when the said Emma F. Rudderforth went to make the deed of said property to said John G. Slater at his office in the Gunton building, the said Slater required her to bring all her children, the complainants herein and execute the deed also, stating that it was necessary and only a formality that had to be complied with and further, that said children had no interest in the property.

Accordingly, on the day appointed, to wit, May 28, 1898, these complainants all appeared with their mother at said Slater's office and executed the deed as they supposed to said Slater. Complainants Thomas H. and Frank W. Rudderforth, and Daisy B. Palmer (*née* Rudderforth), were at the time infants, and this fact was well known to said Slater. The other complainants Emma F. Thomas (*née* Rudderforth) and Mary Grace Mullen (*née* Rudderforth) had passed their majority at that time, though neither they, nor the infants received any consideration whatever for their deed. The said Slater paid to the said Emma F. Rudderforth, the sum of \$150 only, stating that the judgment standing against her had to be paid, reserved out of the consideration the sum of \$50 to pay said judgment, but did not in fact pay it, and the same is yet existing and unsatisfied.

6. That although these complainants thought that they were making a conveyance to the said Slater, yet it appears that the deed which they signed was made to one Malcolm Hufty, an attorney at law — this city, though the same was delivered in the hands of the said John G. Slater who filed same for record on June 3, 1898, 5 and is recorded in Liber 2300 folio 396 of the land records of the District of Columbia, a certified copy of which is filed herewith, marked Exhibit "B" and made part of this bill. Said deed drawn by said Slater, or by some one for him, not only fails to correctly describe the property owned by these complainants, but describes and attempts to convey all the south 15 feet of said lot 3, square 717, which includes the house in the rear fronting on Delaware avenue, and now owned by Michael T. Farrington and which complainants never owned.

7. That thereafter, to wit, on April 3, 1899, the said Malcolm Hufty conveyed said part of said lot 3 square 717 which had been conveyed to him by these complainants as aforesaid to Cotter T. Bride. The consideration expressed in said deed is \$10, but complainants aver and charge there was in fact no consideration for said conveyance. Said deed was recorded May 23, 1899, in Liber 2406 folio 194 of the land records of the District of Columbia, but it likewise fails to correctly describe the property intended to be conveyed. A certified copy of said deed is filed herewith, marked Exhibit "C" and made part of this bill.

8. That thereafter by deed dated July 18, 1900, recorded July 20,

1900, in Liber 2523 folio 8 of the land records of the District of Columbia, the said Cotter T. Bride and wife conveyed said land to the defendant Mattie R. Slater. The consideration expressed in said deed was \$10, but several other parcels of land were enumerated in said conveyance, and complainants aver that as to this parcel of ground, there was in fact no consideration. Said deed also fails to properly describe the land intended to be conveyed as does the preceding conveyances hereinbefore mentioned. A certified copy of said deed is filed herewith, marked Exhibit "D" and made part of this bill. The title thus acquired is now resting in the said defendant Mattie R. Slater.

9. And complainants charge and aver that they did not read the deed which they signed, nor had they any opportunity to read the same, nor was it read over to them or in their hearing, and they were wholly without information as to their rights in the matter and would not have executed said deed had the same been explained to them; that their signatures were obtained by said John G. Slater by misrepresentation, fraud, and deceit, in that he knew what rights they had in the property, but did not reveal it to them, and on the contrary, persuaded them to believe they had no interest or rights in the property; that moreover, as to the complainants 1, 2, 3, who signed said deed, being at the time infants and incapable of making a valid deed, they are advised that their acts were voidable, and that as soon as they were advised by counsel of their rights in the premises, they had prepared a declaration disavowing their said deed and setting forth their claims, rights, grievances and intentions, and the fact that they had been deceived and cheated and defrauded by the said John G. Slater, and filed same for record in the office of the recorder of deeds for the District of Columbia on the 25th day of June, 1901, and the same is duly recorded in Liber 2577 folio 495. The original of which is filed herewith, marked Exhibit "E" and made part of this bill.

10. That by reason of the gross misrepresentations and fraud and deceit practiced by the said John G. Slater upon complainants as hereinbefore stated, they were induced to part with their property which they aver to be reasonably worth the sum of \$1500. And complainants further aver that said Slater paid nothing else for said property than as above set forth; his statement that he had paid or settled \$800 in taxes in arrears on said property was untrue; and that it is unconscionable and out of all reason that defendants be allowed to retain it, and that equity and good conscience demands that they should reconvey to complainants. Nor had the said John G. Slater any claim or title at the time upon said property by reason of said alleged tax sale. The facts in regard to said tax sale as disclosed by the record are that said property was sold for taxes April, 1896, for taxes of 1895 amounting to \$9.41, and was purchased in the name of John G. Slater, trustee, but said Slater had duly assigned said certificate of purchase to one Marshall M. Gilliam, of Richmond, Va., who obtained a tax deed upon said certificate to said

property a few days before said transaction of May 28, 1898, and the same is recorded in Liber 2309 folio 228 of the land records of the District of Columbia, a certified copy of said deed is filed herewith, marked Exhibit "F" and made part of this bill. Said real  
8 estate is now borne upon the tax records in the name of said Marshall M. Gilliam.

11. Complainants further charge and aver that neither of the conveyances from Hufty to Bride, nor from Bride and wife to defendant Mattie R. Slater as hereinbefore mentioned, were for any good, valuable or sufficient consideration; that said parties were simply conduits for the property to pass through to give it the color of *bona fide* transactions. That from the time of the conveyance from these complainants to Hufty, May 28, 1898, the said defendant Mattie R. Slater or her husband, the defendant John G. Slater has been in charge and control of said property, and has been receiving the rent therefor at the rate of \$8.30 per month, and is to this time, but they have paid no taxes thereon, nor have they expended any money for repairs to said house.

And complainants claim that they are entitled to an accounting of said rents, and ask that the defendants set forth in their answer a correct statement of all rents received by them since the 28th day of May, 1898, to date, and also a statement of all necessary repairs actually made and paid for by them, and any and all other proper sums expended by them or either of them in the acquisition and protection of said property, and that after a liberal allowance to defendants out of said rents for all money paid out by them, including the sum paid  
9 to the said Emma F. Rudderforth, with interest thereon if the court should deem same proper, there should be a considerable balance due complainants in their own right and as heirs at law of their mother, the said Emma F. Rudderforth, the life tenant, out of said rents. And that a receiver should be appointed to take charge and control of said property and collect the rents, or that in lieu thereof, that the money received as rent be paid into the registry of this court each month, to await the final determination of this cause.

12. And complainants further charge and aver that the defendants having obtained the title to said land in such an unfair and questionable manner, and having possession of said property without right, and knowing their title to be insecure, are liable to make or attempt to make some disposition of the title to said property during the pendency of this suit which would hinder and delay the determination of same and require complainants to go to other and additional expense and cost, and that they should be enjoined from conveying or attempting to convey said property to any other person during the pendency of this suit.

And being without adequate remedy save in a court of equity, complainants pray :

1. That process of this court issue and be served upon the defendants, requiring them to appear and answer this bill.

10        2. That a receiver be appointed to collect the rents during the pendency of this suit, or that, in lieu thereof, the rent be paid into the registry of this court each month, to await the final determination of this suit.

3. That during the pendency of this suit the defendants be restrained and enjoined from making any conveyance of said property, and that upon service of the subpoenas in the case, that shall be notice of this application.

4. That the deed referred to in paragraphs 5 and 6 from these complainants to Malcolm Hufty, recorded in Liber 2300 folio 396, and the deed from said Hufty to Cotter T. Bride, recorded in Liber 2406 folio 194, and the deed from said Bride and wife to defendant Mattie R. Slater recorded in Liber 2523 folio 8, be declared to be fraudulent and of no effect, and that the title to the property mentioned in the 3rd paragraph of this bill be decreed to be in these complainants as against the defendants, and that the defendants deliver possession to complainants.

5. That the defendants Mattie R. Slater and John G. Slater, her husband, be required to set forth in their answers a true and detailed statement of the rents received from said property since the 28th day of May, 1898.

6. That the defendants be ordered to surrender and deliver possession of said property to these complainants and to recon-  
11        vey same or that upon failure to reconvey, this decree to stand for a conveyance.

7. And for such other and further proper relief.

The defendants to this bill are Mattie R. Slater and John G. Slater, her husband.

MARY GRACE MULLEN.  
EMMA F. THOMAS.  
DAISY B. PALMER.  
THOS. H. RUDDERFORTH.  
FRANK W. RUDDERFORTH,  
By WM. H. MULLEN, *Next Friend*.

W. WALTON EDWARDS, *Solicitor*.

I solemnly swear that I have read the foregoing bill by me subscribed and know the contents thereof, that the matters and things therein stated of my own knowledge are true, and those stated upon information and belief, I believe to be true.

THOS. H. RUDDERFORTH.

Sworn and subscribed to before me this 25th day of November, 1902.

[NOTARIAL SEAL.]

WILLIAM W. MILLAN,  
*Notary Public, D. C.*

12

## EXHIBIT A.

Filed Nov. 26, 1902.

In the name of God. Amen.

I, William Macabee of the county of Washington in the District of Columbia, being sick and feeble in body, but of sound and disposing mind, memory and understanding, do make, publish and declare this my last will and testament.

First. I direct that all my just debts and funeral expenses shall be paid by my executor hereinafter named, as soon after my decease as shall by him be found convenient, the same to be paid out of my personal and mixed estate, should I die possessed of a sufficient amount for that purpose.

Second. After the payment of my said debts and funeral expenses I give and bequeath to [Mary]<sup>Sarah</sup>\* & Ann Nally my half sister the sum of one hundred dollars, the same to be paid to her out of the rents of my real estate, as soon after my decease, but within two years, as conveniently can be done, by my executor hereinafter named.

Third. I give and devise to my friend Ammon Green, of the city of Washington in the District of Columbia, and to his heirs and assigns, the following described part of lot of ground numbered three (3) of Berry and Mohun's subdivision of square of ground numbered seven hundred and seventeen (717) situate, lying and being  
13 in the said city of Washington, to wit: Beginning for said part of the said lot of ground at the south west corner of said lot and running thence north with the line of First street east, fifteen feet; thence east fifty three feet, ten and a-half inches thence south westwardly fifteen feet and one inch and thence westerly to the place of beginning.

To have and to hold the said part of said lot of ground and premises, together with the buildings and improvements thereon, unto the said Ammon Green his heirs and assigns, upon the trusts and confidence hereinafter named, and none other. That is to say, in trust to receive and collect the rents thereof and apply the same towards the payment of my said debts, funeral expenses, the legacy hereinbefore bequeathed and the maintenance and support of my son William H. C. Macabee, until Emma Smitson, who during the life time of my late wife, was an inmate of my house, and who is now about seven years of age, shall attain to the age of sixteen years: and upon the further trust, in case the said Emma Smitson shall live to attain to the said age of sixteen years, to suffer and permit her, the said Emma, to have, hold, use, occupy, possess and

enjoy the said part of said lot of ground and premises and the rents, issues and profits thereof to have, take, receive and apply to her own and sole separate use, any coverture notwithstanding, for and during the term of her natural life; and upon the further trust and confidence, in case the said Emma after attaining to the said  
 14 age of sixteen years shall die leaving lawful issue, to convey the said part of said lot of ground and premises by a good and sufficient deed, to such lawful issue, his, her, or their heirs and assigns: and also upon the further trust and confidence, in case the said Emma, shall die, either before or after attaining to the said age of sixteen years, without leaving lawful issue surviving her, to convey the said part of said lot of ground and premises by a good and sufficient deed, unto my said son William H. C. Macabee his heirs and assigns.

Fourth. All the rest and residue of my estate real, personal and mixed of which I shall die seized and possessed or to which I shall be entitled at the time of my death, I give, devise and bequeath unto my said son William H. C. Macabee his heirs and assigns: but my will is that my executor hereinafter named shall collect the rents of the said residue of my real estate until my said son shall arrive at the age of twenty one years, and that the said rents, in addition to the rents of the said part of said lot numbered three and premises, hereinbefore mentioned be applied by my said executor hereinafter named, towards the payment of my said debts, funeral, expenses, and the legacy hereinbefore mentioned, and also towards the maintenance, education and support of my said son.

Lastly. I do hereby nominate, constitute and appoint my said friend Ammon Green to be sole executor of this my last will  
 15 and testament, and also to be sole guardian of my said son.

In witness whereof I have hereunto set my hand and affixed my seal this third day of January in the year of our Lord one thousand eight hundred and fifty nine.

his  
 WILLIAM x MACABEE. [SEAL.]  
 mark.

Signed, sealed, published and declared by the said testator as and for his last will and testament, in the presence of us, who at his request, and in his presence and in the presence of each other have subscribed our names hereto as witnesses thereof (the word "Mary" on the first page hereof being first erased & the word "Sarah" interlined, the word "south" on the 2nd page hereof being also first interlined)

[WM. FORSYTH.]\*  
 JAMES HENRY FORSYTH.  
 R. H. LASKEY.

16 DISTRICT OF COLUMBIA, }  
 Washington County, } To wit:

FEBRUARY 3, 1859.

This day appeared, James H. Forsyth & Richard H. Laskey two of the subscribing witnesses to the foregoing last will & testament of William Macabee late of Washington county aforesaid deceased, & severally, made oath on the Holy Evangelists of Almighty God, that they did see the testator therein named sign & seal this will; (by making his mark thereto), that he published pronounced & declared the same to be his last will & testament, that at the time of so doing he was to the best of their apprehension of sound & disposing mind, memory & understanding, & that they together with William Forsyth the other subscribing witness, respectively subscribe their names as witnesses to this will; in the presence & at the request of the testator, & in the presence of each other.

Sworn before,

ED. N. ROACH, *Reg. Wills.*

WASHINGTON COUNTY, D. C., Jan'y 27, 1859.

In view of the near approximation of death but of sound mind and perfectly rational I hereby authorize and order A. Green who I have made my executor to my will which is now in his possession, and the guardian of my son, to pay out of the proceeds of my estate,

when it is convenient to said Green, to my half sister Sarah  
 17 Ann Nalley, fifty dollars, besides the legasey of one hundred dollars left in my will, for her kind attention and servises rendered me—during my affliction, since I have made my will, being weak and fe-bl- I have requested A. Green to sign my name and I mak- my mark as my signature

his  
 WILLIAM x MOCKABEE.  
 mark.

Witness:

JAMES OWENS.

his  
 GEO. W. x MOCKABEE.  
 mark

G. W. Mockabee is the brother of Wm. Mockabee.

DISTRICT OF COLUMBIA, }  
 Washington County, } To wit:

Orphans' Court.

FEBRUARY 14, 1860.

This day appeared James Owens, one of the subscribing witnesses to the foregoing last will *will* and testament of William Mockabee late of Washington county aforesaid, deceased, & made oath on the Holy Evangelists of Almighty God, that he did see the testator therein

named, sign this will; (by making his mark thereto), that he published pronounced & declared the same to be his last will & testament, that at the time of so doing he was to the best of his apprehension of sound & disposing mind, memory understanding & that together with George W. Mackabee the other subscribing witness, respectively subscribed their names as witnesses to this will;  
 18 in the present & at the request of the testator, & in the presence of each other—

Test :

ED. N. ROACH, *Reg. Wills.*

Supreme Court of the District of Columbia, Holding a Probate Court.

DISTRICT OF COLUMBIA, *To wit :*

I, Louis A. Dent, register of wills for the District of Columbia, clerk of the probate court, do hereby certify, that the foregoing is a true copy of the original will and codicil of William Macabee, deceased, filed and recorded in the office of the register of wills for the District of Columbia, clerk of the probate court, in the matter of the estate of William Macabee, deceased. Case No. 4085, adm. doc. 4.

I further certify, that I have compared said copy with the original record in said office, and find it to be a full, true and correct transcript thereof.

Witness my hand and the seal of the said probate court, this 19th day of March, A. D. 1902.

[Seal of Court.]

LOUIS A. DENT,  
*Register of Wills for the District of  
 Columbia, Clerk of the Probate Court.*

19

EXHIBIT B.

Filed Nov. 26, 1902.

Emma F. Rudderforth	}	Recorded June 3, 1898—10:30 a. m.
to Malcolm Hufty.		

*This Indenture,*

Made this 28th day of May in the year of our Lord one thousand eight hundred and ninety eight, by and between Emma F. Rudderforth, widow Thomas H. Rudderforth, Frank W. Rudderforth, both single, Grace Mullen formerly Grace Rudderforth, Daisy Palmer formerly Daisy Rudderforth and Fannie F. Rudderforth unmarried, parties of the first part and Malcolm Hufty all of the District of Columbia, party of the second part:

Witnesseth, that the parties of the first part, for and in consideration of ten (10.00) dollars, lawful money of the United States of America, to them in hand paid by the party of the second part, receipt of which, before the sealing and delivery of these presents, is hereby acknowledged, have given, granted, bargained and sold,

aliened, enfeoffed, released, conveyed and confirmed, and do by these presents give, grant, bargain and sell, alien, enfeoff, release, convey and confirm unto the party of the second part, his heirs and assigns forever, the following described land and premises, situate, lying and being in the city of Washington District of Columbia and distinguished as and being part of subplot three (3) being the south fifteen feet (15) on First street by full depth in square seven  
 20 hundred and seventeen (717) together with all and singular the improvements, ways, easements, rights, privileges and appurtenances to the same belonging, or in anywise appertaining, and all the estate, right, title, interest and claim, either at law or in equity, or otherwise however, of the parties of the first part, of, in, to or out of the said land and premises:

To have and to hold the said land, premises and appurtenances, unto and to the only use of the party of the second part, his heirs and assigns forever.

And the said parties of the first part and their heirs, executors and administrators, do hereby covenant and agree to and with the party of the second part, his heirs and assigns, that they the parties of the first part and their heirs, shall and will warrant and forever defend the said land and premises and appurtenances unto the party of the second part, his heirs and assigns, from and against the claims of all persons claiming or to claim the same, or any part thereof, or interest therein, by, from, under or through them — any or either of them.

And further, that the parties of the first part and their heirs shall and will at any and all times hereafter, upon the request and at the cost of the party of the second part, his heirs and assigns, make and execute all such other deed or deeds, or other assurance in law, for the more certain and effectual conveyance of the said land and premises and appurtenances unto the party of the second part, his  
 21 heirs or assigns, as the party of the second part, his heirs or assigns, or his or their counsel learned in the law shall advise, devise or require.

In testimony whereof, said parties of the first part have hereunto set their hands and seals on the day and year first hereinbefore written.

her  
 MRS. EMMA x F. RUDDERFORTH. [SEAL.]

mark.  
 THOS. H. RUDDERFORTH. [SEAL.]

FRANK W. RUDDERFORTH. [SEAL.]

GRACE MULLEN, [SEAL.]

*Formerly Grace Rudderforth.*

DAISY PALMER, [SEAL.]

*Formerly Daisy Rudderforth.*

FANNIE F. RUDDERFORTH. [SEAL.]

Signed, sealed and delivered in the presence of—

THOMAS W. SORAN,

ROB'T Y. SLATER.

And as to the mark of Emma F. Rudderforth.

DISTRICT OF COLUMBIA, *To wit:*

I, Thomas W. Soran a notary public in and for the said District of Columbia do hereby certify that Emma F. Rudderforth, Thomas H. Rudderforth, Frank W. Rudderforth, Grace Mullen, Daisy Palmer and Fannie F. Rudderforth parties to a certain deed bearing date on the twenty-eighth day of May A. D. 1898, and hereunto  
22 annexed, personally appeared before me, in the said District of Columbia the said Emma F. Rudderforth, Thomas H. Rudderforth, Frank W. Rudderforth, Grace Mullen, Daisy Palmer and Fannie R. Rudderforth being personally well known to me as the persons who executed the said deed, and acknowledged the same to be their act and deed.

Given under my hand and official seal, this twenty-eighth day of May A. D. 1898.

[NOTARIAL SEAL.]

THOMAS W. SORAN,  
*Notary Public.*

DISTRICT OF COLUMBIA,  
OFFICE OF THE RECORDER OF DEEDS,  
*November 19, 1902.*

This is to certify that the foregoing is a true and verified copy of an instrument as recorded in Liber No. 2300 fol. 396 *et seq.* one of the land-records of the District of Columbia.

[SEAL.] GEO. F. SCHAYER,  
*Dep. Recorder of Deeds.*

(Endorsed :) Deed in fee 9 from ————. Copy furnished for certification. Recorder of deeds Dist. of Col. Nov. 19, 1902 To ————.

Received for record on the 3d day of June A. D. 1898 at  
23 10.30 o'clock a. m., and recorded in Liber No. 2300 at folio 396 *et seq.* one of the land records for the District of Columbia, and examined by

H. P. CHEATHAM, *Recorder.*

D. J. G.

24

EXHIBIT C.

Filed Nov. 26, 1902.

Malco-m Hufty }  
to } Recorded May 23, 1899, 12:16 p. m. Deed. (19.)  
Cotter T. Bride. }

50c. int. rev. stamp affixed.

*This Indenture,*

Made this third (3rd) day of April in the year of our Lord one thousand eight hundred and ninety-nine, by and between Malco-m Hufty

of the city of Washington, District of Columbia party of the first part, and Cotter T. Bride of the same city and District party of the second part:

Witnesseth, that the party of the first part, for and in consideration of ten and 00/000 (\$10.00) dollars, lawful money of the United States of America, to him in hand paid by the party of the second part, receipt of which, before the sealing and delivery of these presents, is hereby acknowledged, has given, granted, bargained and sold, aliened, enfeoffed, released, conveyed and confirmed, and does by these presents give, grant, bargain and sell, alien, enfeoff, release, convey and confirm unto the party of the second part, his heirs and assigns forever, the following described land and premises, situate, lying and being in the city of Washington District of Columbia and distinguished as being lot numbered three (3) in square numbered seven hundred and seventeen (717) being south fifteen (15) feet on First street together with all and singular the improvements, ways, easements, rights privileges and appurtenances to the same  
 25 belonging, or in anywise appertaining, and all the estate, right, title, interest and claim, either at law or in equity, or otherwise however, of the party of the first part, of, in, to or out of the said land and premises.

To have and to hold the said land, premises and appurtenances, unto and to the only use of the party of the second part, his heirs and assigns forever.

And the said party of the first part his heirs, executors and administrators, do hereby covenant and agree to and with the party of the second part, his heirs and assigns, that he the party of the first part and his heirs, shall and will warrant and forever defend the said land and premises and appurtenances unto the party of the second part, his heirs and assigns, from and against the claims of all persons claiming or to claim the same, or any part thereof, or interest therein, by, from, under or through them — any or either of them.

And further, that the party of the first part and his heirs shall and will, at any and all times hereafter, upon the request and at the cost of the party of the second part, his heirs and assigns, make and execute all such other deed or deeds, or other assurance in law, for the more certain and effectual conveyance of the said land and premises and appurtenances unto the party of the second part, his heirs or assigns, as the party of the second part, his heirs or assigns, or his or their counsel learned in the law shall advise, devise, or require.

26 In testimony whereof, the party of the first part has hereunto set his hand and seal on the day and year first hereinbefore written.

MALCOLM HUFTY. [SEAL.]

Signed, sealed and delivered in the presence of  
 THOMAS W. SORAN.

DISTRICT OF COLUMBIA, *To wit:*

I, Thomas W. Soran a notary public, in and for the said District of Columbia do hereby certify that Malco-m Hufty of the city of Washington District of Columbia party to a certain deed bearing date on the third day of April A. D. 1899, and hereunto annexed, personally appeared before me, in the said District of Columbia the said Malco-m Hufty being personally well known to me as the person who executed the said deed, and acknowledged the same to be his act and deed;

Given under my hand and official seal, this twenty-third (23rd) day *day* of May A. D. 1899

[NOTARIAL SEAL.]

THOMAS W. SORAN,  
*Notary Public.*

DISTRICT OF COLUMBIA,  
OFFICE OF THE RECORDER OF DEEDS,  
*November 19, 1902.*

This is to certify that the foregoing is a true and verified copy of an instrument as recorded in Liber No. 2406 fol. 194 *et seq.*  
27 one of the land-records of the District of Columbia.

[SEAL.]

GEO. F. SCHAYER,  
*Dep. Recorder of Deeds.*

(Endorsed:) 19 50c. int. rev. stamp affixed Copy furnished for certification. Recorder of deeds Dist. of Col. Nov. 19, 1902 Deed in fee from Malcolm Hufty to Cotter T. Bride

Received for record on the 23 day of May A. D. 1899 at 12.16 o'clock p. m., and recorded in Liber No. 2406 at folio 194 *et seq.* one of the land records for the District of Columbia, and examined by  
H. P. CHEATHAM, *Recorder.*

Del. to C. T. Bride 6/27/99—P. R.  
E. J. G.

28

EXHIBIT D.

Filed Nov. 26, 1902.

(Revenue stamp, 50c.)

Cotter T. Bride } Recorded July 30, A. D. 1900, 10:12 a. m. Deed  
to }  
Mattie R. Slater. } in fee. (6.)

*This Indenture,*

Made this eighteenth day of July in the year one thousand nine hundred, by and between Cotter T. Bride and Louise H. Bride his wife of the city of Washington District of Columbia of the first part, and Mattie R. Slater of the same place party of the second part:

Witnesseth, that the parties of the first part, for and in consideration of ten \$10.00 dollars *dollars*, lawful money of the United States of America, to them in hand paid by the party of the second part, receipt of which, before the sealing and delivery of these presents, is hereby acknowledged, have given, granted, bargained and sold, aliened, enfeoffed, released, conveyed and confirmed, and do by these presents give, grant, bargain and sell, alien, enfeoff, release, convey and confirm unto the party of the second part, her heirs and assigns forever, the following described land and premises, situate, lying and being in the city of Washington District of Columbia and distinguished as subplot M and improvements in square four hundred and ninety-two (492), part of lot nine  
29 (9) and improvements, being the sixteen (16) feet next to the north thirty-one (31) feet in square three hundred and forty-five (345), part of lot sixty (68) eight and improvements, being the thirty-five feet (35) front next to the north fifteen (15) feet in square twelve hundred and twenty-eight (1228). All of the above-described property being the same as that deeded by the District of Columbia authorities to Cotter T. Bride. Also part of sub-lot three (3) and improvements the same being the south fifteen (15) feet in First street in square seven hundred and seventeen (717), together with all and singular the improvements, ways, easements, rights, privileges and appurtenances to the same belonging, or in anywise appertaining, and all the estate, right, title, interest and claim, either at law or in equity, or otherwise however, of the party of the first part, of, in, to or out of the said land and premises.

To have and to hold the said land, premises and appurtenances, unto and to the only use of the party of the second part, her heirs and assigns forever.

And the said Cotter T. Bride and Louise H. Bride his wife heirs, executors and administrators, do hereby covenant and agree to and with the party of the second part, her heirs and assigns, that they the parties of the first part and their heirs, shall and will warrant and forever defend the said land and premises and appurtenances unto the party of the second part, her heirs and assigns, from and against the claims of all persons claiming or to claim the same, or any part thereof, or interest therein, by, from, under or through them.

30 And further, that the parties of the first part and their heirs shall and will, at any and all times hereafter, upon the request and at the cost of the party of the second part, her heirs and assigns, make and execute all such other deed or deeds, or other assurance in law, for the more certain and effectual conveyance of the said land and premises and appurtenances unto the party of the second part, her heirs or assigns, as the party of the second part, her heirs or assigns, or their counsel learned in the law shall advise, devise or require.

In testimony whereof, the parties of the first part have hereunto

set their hands and seals on the day and year first hereinbefore written.

COTTER T. BRIDE. [SEAL.]  
LOUISE H. BRIDE. [SEAL.]

Signed, sealed and delivered in the presence of—  
F. EDWARD MITCHELL.

UNITED STATES OF AMERICA, }  
District of Columbia, } To wit:

I, F. Edward Mitchell, a notary public in and for the said District do hereby certify that Cotter T. Bride and Louise H. Bride his wife parties to a certain deed bearing date on the eighteenth day of July A. D. 1900, and hereunto annexed, personally appeared before me, in the said District of Columbia the said Cotter T. Bride and  
31 Louise H. Bride being personally well known to me as the persons who executed the said deed, and acknowledged the same to be their act and deed; and the said Louise H. Bride being by me examined privily and apart from her husband and having the deed aforesaid fully explained to her by me, acknowledged the same to be her act and deed, and declared that she willingly signed, sealed and delivered the same, and that she wished not to retract it.

Given under my hand and official seal, this twentieth day of July A. D. 1900.

[NOTARIAL SEAL.]

F. EDWARD MITCHELL,  
*Notary Public, D. C.*

DISTRICT OF COLUMBIA,  
OFFICE OF THE RECORDER OF DEEDS,  
*November 19, 1902.*

This is to certify that the foregoing is a true and verified copy of an instrument as recorded in Liber No. 2523 fol. 8 *et seq.* one of the land-records of the District of Columbia.

[SEAL.]

GEO. F. SCHAYER,  
*Dep. Recorder of Deeds.*

(Endorsed :) Copy furnished for certification Recorder of deeds Dist. of Col. Nov. 19, 1902. L. 6 Deed in fee from Cotter T. Bride to Mattie R. Slater.

32 Received for record on the 30 day of July A. D. 1900. at 10.12 o'clock a. m., and recorded in Liber No. 2523 at folio 8 *et seq.* one of the land records for the District of Columbia, and examined by

H. P. CHEATHAM, *Recorder.*

D. J. G.

50 cts. st. paid

Filed Nov. 26, 1902.

Whereas, William Mockabee, by his last will and testament dated January 3, 1859, probated February 3, 1859, and duly admitted to record in Will Book 8 folio 53 $\frac{1}{2}$ , in the office of the register of wills for the District of Columbia, devised part of lot 3 of Berry & Mohun's subdivision in square 717, city of Washington, District of Columbia, the same being the south 15 feet front by the depth thereof of said lot, to Emma Smitson, his adopted daughter, for life with remainder to her children in fee simple.

And whereas the said Emma F. Smitson intermarried with Thomas H. Rudderforth on the 3d day of May 1873 by whom she had issue the following named children: Mary Grace, born in 1873; Emma Frances born in 1875; Daisy Bredena, born August 4, 1878; Thomas Henry, born May 18, 1880; and Frank William, born May 25, 1882, all of whom are now living and residents of the District of Columbia.

And whereas, the said Thomas H. Rudderforth died leaving the said Emma F. Rudderforth, his widow, with 5 children to support. The said Emma F. Rudderforth, in her struggle to support said children, was unable to keep up the taxes on said property, and as a consequence the same became delinquent and was sold for taxes April, 1896, to one R. Y. Slater, who assigned the certificate of said sale to one Marshall M. Gilliam, to whom a tax deed was issued in the month of May, 1898.

And whereas, in the month of May, 1898, one John G. Slater, the father of said R. Y. Slater, approached the said Emma F. Rudderforth and informed her that he had purchased her property for taxes and had title thereto; that moreover, a certain one of her creditors was proceeding to have her property sold, and stated that she would be put out of her house. The said Slater also represented that he had paid an enormous amount of taxes on said property amounting to about \$800, and offered to pay her the sum of \$200 for a conveyance, at the same time threatening that if she did not make the deal with him she would get nothing. That said Emma F. Rudderforth being at the time in great distress and believing the statements of said Slater to be true, and having no one to advise her as to her rights in the matter, was induced to execute a deed of her property, which she did on or about the 28 day of May, 1898, to one Malcom Hufty, as the records show, although she supposed she was conveying to said John G. Slater. Said deed is recorded in Liber 2300 folio 396 of the land records of the District of Columbia. That upon the signing of said deed, the said Slater paid the said Emma F. Rudderforth the sum of \$150 only, retaining the balance (\$50) to pay a certain justice of the peace judgment, but did not in fact pay said judgment. That all of the children of said Emma F. Rudderforth aforementioned, the

last three of whom were at the time infants, and which fact was well known to said Slater, were cunningly induced to sign said deed without any consideration therefore whatever.

35 Now therefore this indenture witnesseth, that the parties signing this instrument hereby declare that they were grossly deceived, imposed upon and tricked into signing said deed recorded in Liber 2300 folio 396; that they being infants at the time, and received no consideration, hereby disavow and repudiate their said alleged deed which they are advised is not binding for the reasons hereinbefore stated, and hereby give notice that they intend to recover possession of their interests in said property, the same now being held and claimed by Mattie R. Slater, who is the wife of said John G. Slater, the title having been transferred from said Malcom Hufty to one Cotter T. Bride and from said Bride to the said Mattie R. Slater.

All persons are warned against purchasing or attempting to purchase said property, or from dealing with it in any way whatsoever.

MARY GRACE MULLEN.

[SEAL.]

EMMA FRANCIS THOMAS.

[SEAL.]

DAISY BREDENA PALMER.

[SEAL.]

THOS. HENRY RUDDERFORTH.

[SEAL.]

FRANK WILLIAM RUDDERFORTH.

[SEAL.]

DISTRICT OF COLUMBIA, {  
City of Washington. }

I, Eva J. Dolan a notary public in and for the District of Columbia certify that Daisy B. Palmer, Thomas H. Rudderforth, and Frank W. Rudderforth, parties to the foregoing and annexed  
36 declaration dated June 10th 1901, personally appeared before me in the said District of Columbia, the said Daisy B. Palmer, Thomas H. Rudderforth and Frank W. Rudderforth being personally well known to me as the persons who executed the foregoing instrument, and acknowledged the same to be their act, and that they had signed the same for the purposes in said instrument expressed.

Given under my hand and seal this 10th day of June, 1901.

EVA J. DOLAN,

[NOTARIAL SEAL.]

Notary Public, D. C.

(Endorsed :) 30. Declaration. E. F. Thomas, Daisy B. Palmer, Thomas H. Rudderforth, Frank W. Rudderforth, declare they were deceived imposed upon and tricked into signing a deed while infants, and that they repudiate the same, and give notice of their intention to recover possession of part of lot 3 in square 717.

Recorder of deeds Dist. of Col. June 25, 1901.

Received for record Jun- 25 A. D. 1901 12.44 p. m. and recorded in Liber No. 2577 fol. 495 *et seq.* one of the land records of the District of Columbia.

H. P. CHEATHAM, Recorder.

M. A. N.

37

## EXHIBIT F.

Filed Nov. 26, 1902.

Comm'rs of the Dist. of Col.	{	Recorded May 26, 1898, 1.58 p. m. Deed. (32.)
to Marshall M. Gilliam.		

This indenture, made this twentieth day of May, in the year of our Lord one thousand eight hundred and ninety eight, by and between John W. Ross, John B. Wight and W. M. Black Commissioners of the District of Columbia, of the first part, and Marshall M. Gilliam of the second part, witnesseth:

Whereas, in compliance with law part of sub lot numbered three (3) in square numbered seven hundred and seventeen (717) in the city of Washington in the District of Columbia, and more particularly described as follows: Beginning at south east corner of said lot numbered three (3) and run thence north fifteen (15) feet along east side of First street, thence east fifty three and eighty-six hundredths (53.86) feet, thence north fifteen (15) feet, thence east two and ninety five hundredths (2.95) feet, thence southeasterly thirty and two hundredths (30.02) feet, thence west fifty-two and fifty six hundredths (52.56) feet to beginning was duly assessed for taxation in the name of William Mockabee for the fiscal years hereinafter mentioned and the taxes herein named duly levied thereon:

And whereas, the said taxes, together with the penalties and costs accruing thereon, being unpaid, and the said property in arrears for the same, the collector of taxes for the District of Columbia duly published said described property in a pamphlet, as required by law, giving due notice thereof by advertisement:

And whereas, the said collector of taxes did, on the tenth day of April 1896, the day named for the sale of said property in arrears, offer for sale, and sell the same to John G. Slater, trustee the highest bidder therefor, at and for the sum of nine (9) dollars and forty one (41) cents (\$9.41), that being the highest sum bid for said described property, and said amount being sufficient to meet the taxes, penalties, and costs due thereon; the said part of sub lot in said square being sold to satisfy taxes, penalties, and costs due thereon as follows:

Amount of tax due the District of Columbia for the support of the Government thereof for the fiscal year ending June 30, 1895, seven (7) dollars and forty (40) cents, \$7.40.

Penalties accruing thereon — dollars and eighty one (81) cents, \$.81.

Costs accruing thereon one (1) dollars and twenty (20) cents, \$1.20.

Amounting in all to the sum of nine (9) dollars and forty one (41) cents (\$9.41).

And whereas, immediately after the said sale to said John G. Slater, trustee and upon payment by him of the purchase-  
 39 money, the said collector of taxes duly issued a certificate of sale to said John G. Slater, trustee.

And whereas, the said John G. Slater, trustee has duly assigned the said certificate of sale and all his right, title, and interest thereunder to Marshall M. Gilliam as is evidenced by his assignment duly endorsed on said certificate;

And whereas, more than two years have elapsed since said sale, and the said property has not been redeemed as provided by law, the said party of the second part has become entitled to a conveyance of the premises from the parties of the first part:

Now therefore this indenture witnesseth, that said parties of the first part, by virtue of the authority conferred on them by law and for and in consideration of the premises, and the sum of one dollar, lawful money of the United States, to them in hand paid, the receipt of which is hereby acknowledged, have granted, bargained, sold, and conveyed, and by these presents do grant, bargain, sell, and convey unto the said party of the second part, his heirs and assigns, all the said hereinbefore described part of sub lot of ground and premises, and the appurtenances thereunto belonging or in anywise appertaining; to have and to hold the same unto the said party of the second part, his heirs and assigns forever.

40 In witness whereof, the said John W. Ross, John B. Wight and W. M. Black, Commissioners of the District of Columbia and parties of the first part, have hereunto set their hands and affixed their seals on the day and year first hereinbefore written.

JOHN W. ROSS. [SEAL.]  
 JOHN B. WIGHT. [SEAL.]  
 W. M. BLACK. [SEAL.]

*Commissioners of the District of Columbia.*

Signed, sealed, and delivered in the presence of  
 WILLIAM TINDALL.

DISTRICT OF COLUMBIA, ss:

Be it remembered, that on this twentieth day of May one thousand eight hundred and ninety eight, before the subscriber, a notary public in and for the District aforesaid, personally appeared John W. Ross, John B. Wight and W. M. Black Commissioners of the District of Columbia and parties of the first part to the foregoing instrument of writing, who are by me personally known to be the persons who executed the foregoing instrument, and acknowledged the same to be their act and deed as such Commissioners, and that they had signed, sealed, and delivered the same for the purpose and use in said instrument expressed.

In testimony whereof, I have hereunto set my hand and affixed

my notarial seal this twentieth day of May one thousand eight hundred and ninety eight.

[NOTARIAL SEAL.]

WILLIAM TINDALL,  
*Notary Public.*

41

DISTRICT OF COLUMBIA,  
OFFICE OF THE RECORDER OF DEEDS,  
November 19, 1902.

This is to certify that the foregoing is a true and verified copy of an instrument as recorded in Liber No. 2309 fol. 228 *et seq.* one of the land records of the District of Columbia.

[SEAL.]

GEO. F. SCHAYER,  
*Dep. Recorder of Deeds.*

(Endorsed :) # 32. Copy furnished for certification. Recorder of deeds Dist. of Col. Nov. 19, 1902. Deed. Commissioners of the District of Columbia, to Marshall M. Gilliam.

Received for record on the 26th day of May 1898, 1.58 p. m. and recorded in Liber No. 2309, folio No. 228, *et seq.* one of the land records for the District of Columbia.

H. P. CHEATHAM, *Recorder.*

Del. to S. N. King 8 / 31 / 98. D. J. G.

42

*Answer of Mattie R. Slater to Rule.*

Filed December 5, 1902.

In the Supreme Court of the District of Columbia.

THOMAS H. RUDDERFORTH ET AL., Complain-	}	Equity. No. 23636.
ants,		
vs.		
MATTIE R. SLATER and JOHN G. SLATER, Her	}	
Husband, Defendants.		

The answer of Mattie R. Slater to the rule to show cause issued in the above entitled cause respectfully shows to the court:

That she is the wife of the defendant, John G. Slater, and has no personal knowledge of the facts which resulted in the acquisition by her of the property known and described as part of lot three (3) in square seven hundred and seventeen (717) more fully described in the bill of complaint filed herein but respondent is informed and believes and therefore avers the facts to be as follows: That the said part of lot three was subject to unpaid taxes from and including the year 1880 to and including the year 1895 and that at the tax sale of the property of delinquent tax payers in the year 1896 the property

was purchased by the said defendant John G. Slater for the tax of 1895 and a certificate was issued to him; that the certificate was assigned by the said defendant John G. Slater to one Belvin of Richmond, Virginia, subsequent to its issue and was by Belvin transferred to one Gilliam, who has since procured a deed from the Commissioners of the District; that the said property was again sold for

43 taxes in 1897, for the tax of 1896 and was brought in by

Robert Y. Slater the son of this respondent and that the certificate issued thereon is still held by this respondent and respondent is entitled to a deed thereon; that in addition to the tax certificates above referred to respondent also produces an assignment of a judgment for \$55.10 against the said Emma Rudderforth to one Malcolm Hufty bearing date May 2<sup>nd</sup> 1898 which assignment is hereto attached and marked "Respondents' Exhibit A" and prayed to — read and considered as a part hereof.

That on or about the 28th day of May, A. D. 1898, the defendant, John G. Slater called on the said Emma Rudderforth and bargained with her for the purchase of the fee-simple title to the said part of lot and represented to her that the said property was incumbered with about twenty years' back taxes and that he had an assignment of a judgment for \$50.00 against her and it was agreed by and between the parties that the said Slater should become the purchaser of the said part of lot at and for the sum of \$200.00 that in the said transaction the said defendant, John G. Slater acted as the agent of this respondent and that as a result of the negotiations the said Emma Rudderforth for herself and for her children agreed to sell the said property for the said sum of \$200.00 and the property was conveyed to Malcolm Hufty because of the fact that he the said Hufty had advanced the money to this respondent which made said purchase possible and who was to hold title to the said part of lot until

44 he was reimbursed for the money so by him expended; that for the same reason the judgment hereinbefore referred to had been assigned to the said Hufty.

That thereafter the said Hufty by direction of this respondent conveyed the said property to Cotter T. Bride who also held same as collateral for money advanced to this respondent and said Bride on the 19th day of July A. D. 1900 conveyed the said property to respondent. That since the purchase of the said part of lot this respondent has been in possession of the said property and has expended more than \$100.00 for necessary repairs thereto having put in a sewer, hydrant etc. in the same as well as papered and plastered the house on the said part of lot three; that the said house is a small frame and rents for the sum of \$8.30 per month and is located on 1st street N. E. on the line of the B. & O. R. R. tracks and that the same is not worth more than \$800.00 according to present values. That this respondent is the owner in her own right of about \$10,000 of real estate and is fully able to pay any sum which might be found due and owing to complainants by final decree in this cause, (but respondent denies the existence of fraud in the premises and on the

contrary avers that the price paid for the property was a fair one, in view of the condition of the title, the amount of taxes due thereon with the penalties and costs, the judgment against the said Emma Rudderforth which was paid by respondent and the further fact that three of the children represented by the said Emma Rudderforth were minors and could only make a contract which might be ratified or avoided on their reaching the age of majority.) Your  
45 respondent further says that since attaining the age of twenty-one years neither of the said complainants have notified her of an intention to avoid said deed nor have they nor any of them made a tender to your — of the purchase price or any other sum whatsoever.

Further answering this respondent avers that the taxes on the said property have been paid by or bought in for her ever since the purchase of the said property in 1898, except in the year 1900, when the same was sold to John Ridout for \$7.23 tax for year 1899, and that the tax certificate issued to Robert Y. Slater in 1897 cut off the taxes as well, as the tax sales and deeds of all the years prior thereto as was fully explained to the said Emma Rudderforth at the time of the purchase of the said property. And respondent further says that the said sum of \$200.00 was paid to the said Emma Rudderforth for herself and children, that they were all present at its payment and participated in its expenditure and that no fraud or deceit whatever was practiced by respondent or any other person representing her and having fully answered this respondent prays to be hence dismissed from the rule issued against her.

MATTIE R. SLATER.

I do solemnly swear that I have read the foregoing answer by me subscribed and know the contents thereof and that the facts therein stated upon my own knowledge are true and those stated upon information and belief I believe to be true.

MATTIE R. SLATER.

Subscribed and sworn to before me this 5th day of December A. D. 1902.

[SEAL.]

DUDLEY T. HASSAN,  
*Notary Public, D. C.*

46

*Affidavit of John G. Slater.*

Filed December 5, 1902.

DISTRICT OF COLUMBIA, ss:

I, John G. Slater of the city of Washington District of Columbia, being first duly sworn deposes and says: That he is a defendant in the above entitled — and the husband of Mattie R. Slater the re-

spondent to this rule, that as the agent of his said wife, Mattie R. Slater, he purchased the property known and described as part of lot 3 in square 717 described in the bill of complaint filed herein; that prior to the purchase affiant, acting as the agent of his wife Mattie R. Slater, purchased said property at tax sale in 1896 and again in 1897 caused the same to be purchased for her by his son Robert Y. Slater. That either of the said tax certificates cut off all taxes due on said property prior to the sale for which the certificate and the certificate issued to Robert Y. Slater son of affiant cut out the sale of 1896 and the deed issued as a result of that sale; that this affiant acting as agent as aforesaid procured an assignment of a judgment against Emma Rudderforth on the 2<sup>nd</sup> day of May 1898 for \$55.10; that because of the amount of taxes, penalties and costs against said property and the judgment above mentioned, this affiant at the time of his calling on Emma Rudderforth, the mother of complainants, contracted with her, the said Emma Rudderforth, acting for herself and children for the purchase interest of said property, for the sum of \$200.00; that this affiant told her at the time that there was 20 years' back taxes, with interest, penalties and costs and further told her that he could cut them off, but affiant did not say that the taxes aforesaid amounted to \$800.00 affiant further told her that he had purchased a judgment against her in favor of Jared G. Skidmore for \$50.00 and that he could make the said judgment a lien upon her property, but affiant denies that he misrepresented the facts to her or that he told her that she would be put out in the street; on the contrary affiant states the fact to be that she, the said Emma Rudderforth, and her children, the complainants in this cause, were anxious to sell the said part of lot three and that they and all of them participated in the negotiations leading up to said sale and were all present in his office in the Gunton building when he paid their mother the full sum of \$200.00 cash and they all, after executing a deed for the property, left his office fully satisfied with the bargain; that because of an advance made to the wife of affiant to carry on the negotiations for the purchase of said property by one Malcolm Hufty a member of the bar of this court, affiant caused the deed to be drawn to said Hufty to secure him and on payment to him, said Hufty, of the amount advanced caused him to convey said property to one Cotter T. Bride, who had likewise made advances to affiant for his wife's account and the said Bride when reimbursed conveyed said property to the wife of affiant and she is now vested with the title thereto subject to the taxes hereinbefore mentioned.

That since the purchase of said property affiant has expended more than \$100.00 for repairs on the same; that the said house is a small frame and when rented, rents for \$8.30 per month; that it has been idle a great deal since the purchase by his said wife and that said property is not worth more than \$800.00; affiant denies that he was in any way guilty of fraud or deception in his dealings with complainants, or their mother, on the

contrary felt that he paid full value for the property in the condition of the title, and he has never heard from the complainants, or any of them, of a rescission of their deed, nor have they, or any of them, tendered to affiant any sum paid on account of the purchase of their interest, nor any other sum whatsoever.

JOHN G. SLATER.

Subscribed and sworn to before me this 5th. day of December, 1902.

J. R. YOUNG, *Clerk*,  
By R. J. MEIGS, JR.,  
*Ass't Clerk*.

49

RESPONDENTS' EXHIBIT "A."

*Short Copy of Judgment.*

DISTRICT OF COLUMBIA, *To wit* :

Office of John H. O'Donnell, Justice of the Peace.

J. F. SKIDMORE, Plaintiff,	} At Law. Docket No. —.
<i>vs.</i>	
EMMA RUDDERFORTH, Defendant.	

April 14th, 1898. Judgment for plaintiff.....	\$53.00
Interest on .....	
Costs of suit.....	1.60
Subsequent costs.....	
Cost of copy.....	.50
Total.....	<u>\$55.10</u>

Given under my hand and seal this 3rd. day of May, A. D. 1898.

JOHN H. O'DONNELL, *J. P.* [SEAL.]

50

EXHIBIT J. G. S. No. 1.

MAY 2, 1898.

For value received I hereby assign all my right, title and interest in and to judgment against Emma Rudderforth, as shown by this short copy, to Malcolm Hufty.

J. F. SKIDMORE.

NORTON C. PRICE,  
*Attorney for J. F. Skidmore.*

*Amendment to Bill.*

Filed December 16, 1902.

In the Supreme Court of the District of Columbia.

THOMAS H. RUDDERFORTH ET AL.	} Equity. No. 23636.
vs.	
MATTIE R. SLATER ET AL.	

Now come the complainants in above entitled cause and ask leave to amend their bill of complaint filed herein making new parties, and as per attached amendments.

W. WALTON EDWARDS,  
*Solicitor for Complainants.*

Take notice that I shall on Friday, December 5, 1902, present the foregoing. A copy of this motion and of the amendments are herewith handed you.

W. WALTON EDWARDS,  
*Solicitor for Complainants.*

Messrs. Turner & Mitchell, attorneys for defendants Slaters.

In the Supreme Court of the District of Columbia.

THOMAS H. RUDDERFORTH ET AL.	} Equity. No. 23636.
vs.	
MATTIE R. SLATER and JOHN G. SLATER, Her Husband.	

Now come the complainants in above entitled cause and by leave of court amend their bill filed herein on November 26, 1902, by inserting the following:

Add to caption the following defendants:

3. Carl J. F. Graff, trustee,
4. John H. Walter, trustee,
5. Marie F. Seltz.

2. Add at end of paragraph 2, No. 3 and 4 as trustees under a deed of trust hereinafter set forth, and No. 5 as the beneficiary therein.

9½. Add new paragraph following number 9 as follows:

That after the filing of said declaration, the defendants Mattie R. Slater and John G. Slater her husband made a deed of trust dated Sept. 26, 1901, recorded Oct. 1, 1901, Liber 2588 folio 373, conveying the property described in this bill and a long list of other property to the defendants Graff and Walter, trustees, to secure

the defendant Seltz in the sum of \$4,250.00, represented by one promissory note, payable in 3 years with 6 % interest. And complainants upon information and belief aver that said deed of trust was placed upon the records by defendants Slaters, for the purpose of annoying and harassing these  
53 complainants in their endeavor to recover and clear the title to their property; that there was no such sum of money loaned by defendant Seltz as the papers would indicate; but that if such a sum or any money at all was actually loaned, it was upon the strength of the value of other property conveyed by said trust. And complainants charge and aver that defendant Seltz had notice of their rights and claims, and was warned from in any manner dealing with the property mentioned in their declaration, and that if he loaned any money on the title to said property, he did so at his own risk and without the advice of a title company, or an investigation as to the status of the title or of the status of the taxes due on said property, and does not stand in the position of an innocent lender or purchaser. Moreover, said defendant Seltz and the trustees under said trust should be required to first exhaust the other property conveyed by said trust, in enforcing payment of said alleged loan, if they are entitled to enforce same at all, before resorting to the property claimed by these complainants. Reference is hereby made to the land records wherein said deed of trust is recorded, and the record thereof prayed to be read at the hearing of this cause.

And by adding to the prayers :

8. That the defendant Marie F. Seltz set forth in his answer to this amended bill, what amount of money if any was loaned  
54 or advanced to said defendants Slater, and what amount if any is now due by reason of the note and deed of trust mentioned in paragraph 9 $\frac{1}{2}$  of this amended bill.

9. That said deed of trust, in so far as it affects said part of lot 3 square 717 set up in these proceedings, may be declared fraudulent and void, and the trustees therein directed to release same from said trust, or that, if said deed of trust is shown by proper evidence to be *bona fide*, then, that all other property therein conveyed, be exhausted before resorting to the property claimed by these complainants, to wit, part of lot 3, square 717 hereinbefore referred to, to enforce payment of said debt, secured thereby.

THOS. H. RUDDERFORTH.

W. WALTON EDWARDS.

I do solemnly swear that I have read the foregoing amended bill by me subscribed and know the contents thereof, that the matter and things therein stated of my own knowledge are true, and those stated upon information and belief, I believe to be true.

THOS. H. RUDDERFORTH.

Sworn and subscribed to before me this 11th. day of December, 1902.

[SEAL.]

JOHN SCRIVENER,  
Notary Public, D. C.

Endorsed : Let this amended bill be filed. A. B. Hagner, justice.  
Dec. 16/02.

55

*Answer of Mattie R. and John G. Slater.*

Filed March 6, 1903.

In the Supreme Court of the District of Columbia.

THOMAS H. RUDDERFORTH ET AL., Complain-	} Equity. No. 23636.
ants,	
vs.	
MATTIE R. SLATER ET AL., Defendants.	

For answer to the bill of complaint filed in the above entitled cause, the defendants Mattie R. Slater and John G. Slater, her husband respectfully state;

1. They admit the allegations of the first paragraph.
  2. They admit the allegations of the second paragraph.
  3. Answering the third paragraph defendants cannot admit nor deny the allegations thereof and demand strict proof.
  4. Answering the fourth paragraph defendants deny the allegations thereof in toto except the allegation of possession by Emma Rudderforth which they have no personal knowledge and can therefore neither admit nor deny and aver the facts to be as follows:—  
Some time in the spring of 1898, defendant John G. Slater acting as the agent of Mattie R. Slater called upon Emma Rudderforth to purchase the property described in paragraph three of the bill of complaint; that at that time the property was, and still is, subject to arrears of taxes covering the period from 1880 to 1896;
- 56 that at the tax sale held in 1896 said property was sold for the taxes of the year 1895 and bought by the said John G. Slater and the certificate issued to him, which certificate was assigned by said defendant John G. Slater to one Belvin of Richmond, Virginia, to be held by him subject to the order of said Slater; that the said Belvin transferred said certificate without the knowledge or consent of said Slater to one Marshall Gilliam of Richmond and it is true, as alleged that said Gilliam obtained a deed from the Commissioners of the District of Columbia of said property, but of this fact defendants were not aware at the time of the negotiations for the purchase of said property; that the said property was again sold for taxes of 1896 in 1897 and was bought in by Robert Y. Slater for the said defendants John G. and Mattie R. Slater and the cer-

tificate issued thereon is still held by the defendant Mattie R. Slater, and she the said Mattie R. Slater is now entitled to a deed from the Commissioners of the District of Columbia.

Further answering said paragraph defendants say that it is true that at the time of the negotiations for the purchase of said property one Jared G. Skidmore had obtained a judgment against the said Emma F. Rudderforth and that the said Skidmore had threatened to seize her interest in said property to satisfy same and that as a part of the consideration for the purchase of the said property defendants paid and satisfied said judgment as will more fully appear by reference to an assignment of said judgment attached to the answer of the defendant Mattie R. Slater to the rule to show cause herein, marked "Respondents' Ex. A" which said assignment defendants pray may be read and considered as a part hereof.

57 Defendants further answering deny that they or either of them made any false or fraudulent representations to the said Emma Rudderforth; but, on the contrary, the defendant John G. Slater avers that he, acting as agent of Mattie R. Slater, offered the said Emma F. Rudderforth the sum of two hundred dollars for the interest of herself and children and that the said offer was accepted.

5. Defendants, answering the fifth paragraph of said bill, deny the allegations therein contained and aver the facts to be that the said Emma F. Rudderforth and her children, each and all understood they were selling their interest in said property because of their inability to clear up the title, pay the taxes &c., and that although some of said children were minors, defendants were willing to take their interest subject to their ratification or avoidance of the same, because they, the said infants knew at the time that it would take more money than the interest of the said minors in said property was worth to clear up their title therein and defendants further aver that no tender has ever been made by said infants, or on their behalf, of their portion of the purchase price paid by said defendants and received by Emma F. Rudderforth on her own behalf and that of her said children, and further answering defendants say complainants Emma F. Thomas and Mary Grace Mullen fully understood the transaction and participated with the others in the proceeds of sale.

6. Answering the sixth paragraph of said bill the defendants say that the said property was conveyed to Malcolm Hufty named  
58 in said paragraph because he, the said Hufty, advanced the money necessary to make the purchase to these defendants and that the said Hufty was to hold title to said property until he was reimbursed. Defendants further say that if there is a misdescription in said deed it was the fault of the party who drew the same and such mistake would not avoid a sale of the part of said lot which the complainants did own when they made the said deed.

7. Answering the seventh paragraph of the said bill defendants admit the execution of the deed to Cotter T. Bride therein named and aver that the same was made by the said Hufty to Bride at their

request in order to secure the said Bride money advanced to defendants.

8. Defendants admit the execution of the deed from the said Bride to the defendant Mattie R. Slater but aver that said transfer was only made after said Bride had been reimbursed for the money advanced to the defendants aforesaid.

9. Defendants deny the allegations of the ninth paragraph and aver the facts to be that complainants and each of them understood the deed which they signed and participated with their mother in the consideration paid by these defendants.

The defendants further aver that although the alleged infants may have filed the paper mentioned in said paragraph in the office of the recorder of deeds, the allegations of fraud contained therein were wholly untrue and further that if the said infants desired to avoid their deed they could have done so by a tender to the defendants of their proportionate part of the purchase price of said lot, but that no such tender was ever made.

59 10. Answering paragraph ten of said bill of complaint these defendants say that the representations made at the time of the said purchase to the mother of complainants were true in every particular, that the property was incumbered by at least twenty years' taxes, that the said John G. Slater had purchased same at tax sale and held a certificate therefore and that Robert Y. Slater had as the agent of Mattie R. Slater purchased the same in 1897 and the defendants still hold the certificate of said sale with which they can procure a deed on demand.

11. Answering paragraph eleven defendants admit that there was no other consideration for the deeds from said Hufty to Bride and said Bride and wife to defendant Mattie R. Slater than that set forth in paragraphs six and seven of this answer but they deny that same were made for any other purpose than that set forth in this answer.

The defendants admit that they have been in control of the said property ever since its purchase and that same rents for \$8.30 per month when rented but aver that same has not been under rent for some time during the period of their occupancy. That they have spent more than one hundred dollars for necessary repairs thereto, having put in a sewer, hydrant etc. in the same as well as papered and plastered the house thereon. They further aver that same is not worth more than eight hundred dollars at the present time, and that these defendants have either paid the taxes or had the property bought in for them ever since the said deed except in the year 1900 when the same was sold to John Ridout for \$7.23 tax for year 1899.

60 12. Answering the twelfth paragraph of the said bill these defendants deny that they acquired the said property by unfair or questionable means but aver that they purchased the property in good faith and that they have the right to its use and occupancy; that they have no intention of selling said property nor

of hindering nor delaying complainants but on the contrary aver that the complainants have not acted in good faith with them.

And having fully answered the defendants pray to be hence dismissed with their reasonable costs in this behalf sustained.

MATTIE R. SLATER.

JOHN G. SLATER.

TURNER AND MITCHELL,

*Solicitors for Defendants.*

We do solemnly swear that we have read the foregoing answer by us subscribed and know the contents thereof and that the facts therein stated of our own knowledge are true and those stated on information and belief we believe to be true.

MATTIE R. SLATER.

JOHN G. SLATER.

61 Subscribed and sworn to before me this 3<sup>rd</sup> day of February,  
A. D. 1903.

[SEAL.]

JOSEPH HARPER,  
*Notary Public, D. C.*

*Answer of Marie F. Seltz.*

Filed March 7, 1903.

In the Supreme Court of the District of Columbia.

THOMAS H. RUDDERFORTH ET AL. }

vs.

MATTIE R. SLATER ET AL. }

Equity. No. 23636.

The Answer of the Defendant Marie F. Seltz to the Bill of Complaint Filed in the Above Entitled Cause.

62 This defendant says that he has no knowledge or information concerning or touching any of the matters and things set forth in the bill of complaint herein filed, excepting in so far as the averments refer to the deed of trust in which this defendant is named as beneficiary, and as to said averments this defendant says that the said deed of trust was made and executed for a *bona fide* debt due to this defendant, and that the same has not yet been fully paid.

This defendant further says that should the court decide in favor of the complainants herein, and order a conveyance to them of the title of the property herein involved, he, this defendant, will, and hereby offers to instruct the trustees named in the said deed of trust to duly execute and deliver a release of said trust so far as the same is an encumbrance on or effects the property described in the complainants' bill of complaint.

MARIE F. SELTZ.

JOS. A. BURKART,

*Att'y for Def't Seltz.*

DISTRICT OF COLUMBIA, ss :

I do solemnly swear that I have read the foregoing answer by me subscribed and know the contents thereof; that the matters and things therein stated upon my personal knowledge are true, and those stated upon information and belief I believe to be true.

MARIE F. SELTZ.

Subscribed and sworn to before me this 5th. day of March, 1903.

GEORGE J. JOHNSTON,

[SEAL.]

Notary Public, D. C.

63

*Answer of Carl J. F. Graff.*

Filed April 2, 1903.

In the Supreme Court of the District of Columbia.

THOMAS H. RUDDERFORTH ET AL.	} Equity.	No. 23636, Docket No. —.
vs. MATTIE R. SLATER ET AL.		

The separate answer of the defendant Carl J. F. Graff, to the bill of complaint herein against himself and others filed respectfully states.

He neither admits -or denies the allegations contained in the first nine (9) paragraphs of said bill of complaint as he has no knowledge of the same.

He admits so much of paragraph 9½ of said bill of complaint that relates to the deed of trust therein mentioned to be true, but neither admits, -or denies the truth of the rest of said paragraph he having no knowledge of the same.

He neither admits -or denies the truth of the rest of the paragraphs contained in said bill of complaint as he has no knowledge of the same.

And now having fully answered he prays that he be herewith dismissed without costs to him.

CARL J. F. GRAFF.

E. W. POULTON, JR.,  
*Defendant's Sol'r.*

64 DISTRICT OF COLUMBIA, ss :

I, Carl J. F. Graff, on oath depose and say that I have read the foregoing answer by me subscribed and know the contents thereof, that the facts therein contained upon my personal knowledge are true and those therein stated on information and belief I believe to be true.

CARL J. F. GRAFF.

Subscribed and sworn to before me this 2d day of April, 1903.

J. R. YOUNG,

*Clerk, &c.,*

By R. J. MEIGS, JR.,

*Ass't Cl'k.*

*Answer of John H. Walter, Trustee.*

Filed April 8, 1903.

In the Supreme Court of the District of Columbia.

THOMAS H. RUDDERFORTH ET AL. }

*vs.*

JOHN G. SLATER ET AL. }

Equity. No. 23636.

The separate answer of John H. Walter, trustee, to the amended bill of complaint, filed in this cause respectfully shows:

This defendant knows nothing of the matters and things averred generally in the bill of complaint and has no interest in the property involved in this cause, except as trustee. He further  
65 states that his name was merely used as one of the trustees in the deed of trust referred to in paragraph 9½ of said bill. He has no knowledge of the property conveyed, nor as to the debt secured by said trust.

And having no further interest in the subject matter of this suit, submits himself to the jurisdiction of the court and is willing to obey any orders or decrees passed in the premises.

And having fully answered, in so far as he is advised it is material or necessary for him to answer, prays to be hence dismissed with his reasonable costs.

JNO. H. WALTER.

Affidavit waived.

W. WALTON EDWARDS,

*Solicitor for Complainants.*

*Replication.*

Filed April 8, 1903.

In the Supreme Court of the District of Columbia.

THOMAS H. RUDDERFORTH ET AL. }

*vs.*

MATTIE R. SLATER ET AL. }

Equity. No. 23636.

The complainants join issue with the answers of all the defendants herein.

W. WALTON EDWARDS,

*Solicitor for Complainants.*

*Testimony on Behalf of Complainants.*

Filed Sep. 25, 1903.

In the Supreme Court of the District of Columbia, Holding an  
Equity Court.

THOMAS H. RUDDERFORTH ET AL.	} Equity. No. 23636.
vs.	
MATTIE R. SLATER ET AL.	

Be it remembered that at an examination of witnesses begun and held in the city of Washington, District of Columbia, on the 15th day of April, 1903, at the office of W. Walton Edwards, Esq., Equity building, 319 John Marshall place, Washington, District of Columbia, and thereafter further proceeded with from time to time, personally appeared before me, William H. Shipley, an examiner in chancery of the court aforesaid, the following witnesses: Daisy B. Palmer, Fannie E. Thomas, Mary Grace Mullen, Sarah A. Wilkinson, John G. Slater, Samuel T. Kalbfus, R. H. T. Leipold, John H. O'Donnell, W. Walton Edwards, and Malcolm Hufty, and Thomas H. Rudderforth, and Harold E. Doyle, produced for and on behalf of the complainant in the above styled cause, being first duly sworn according to law, to speak the truth, the whole truth and nothing but the truth, touching the matters at issue in said cause did depose and say what is hereinafter set out as being by them testified to.

WILLIAM H. SHIPLEY,  
*Examiner in Chancery.*

In the Supreme Court of the District of Columbia.

THOMAS H. RUDDERFORTH ET AL.	} Equity. No. 23636.
vs.	
MATTIE R. SLATER ET AL.	

Please take notice that on Wednesday, April 15th 1903, at the hour of 3 o'clock p. m., at the office of W. Walton Edwards, Esq., Equity building, No. 317-319 John Marshall place, (4½ St. N. W.,) Washington, D. C., I shall proceed to take testimony in behalf of the complainants of all witnesses to be examined; at which place and time you are requested to be present for the purpose of cross examining said witnesses if you see fit so to do.

WILLIAM H. SHIPLEY,  
*Examiner in Chancery.*

Copy of the above notice served by copy on counsel for the respective parties on Saturday, April 11th, 1903, at — o'clock a. m.

WILLIAM H. SHIPLEY,  
*Examiner in Chancery.*

NOTE.—Met pursuant to notice hereto attached, at the same place, and continued until Friday, April 17, 1903, at 3:30 o'clock p. m.

WILLIAM H. SHIPLEY,  
*Examiner in Chancery.*

68

WASHINGTON, D. C., April 17, 1903—  
Friday, at 3:30 o'clock p. m.

Met, pursuant to adjournment, at the office of W. Walton Edwards, Equity building, No. 317 John Marshall place, on the date above indicated, to continue the taking of testimony on behalf of the complainants.

Present: W. Walton Edwards, Esq., counsel for the complainants. F. Edward Mitchell, Esq. of counsel for Mattie R. and John G. Slater.

(No appearance on behalf of the other defendants.)

Whereupon DAISY B. PALMER, a witness of competent age, called for and on behalf of the complainants, being first duly sworn according to law, was examined and testified as follows:

Direct examination.

By Mr. EDWARDS:

Q. Please state your full name? A. Daisy B. Palmer.

Q. Mrs. Palmer, are you one of the children of the late, Emma F. Rudderforth? A. I am.

Q. Name the other children? A. Mrs. Mary Grace Mullen, Mrs. Fannie Thomas; Thomas H. Rudderforth and Frank W. Rudderforth.

Q. Can you give the ages of all of the children of Mrs. Emma F. Rudderforth, your mother? A. Yes, sir, I think I can.

Q. Please give the ages of all of the children of Mrs. Rudderforth? A. Mary Grace is 29 years old, and Fannie Thomas is 27 years old. Daisy Palmer is 25 years old, and Thomas H. Rudderforth is 23 years old.

Q. Mrs. Palmer, can you supply me with a statement of their correct ages? A. I am almost sure that that is the correct age of all of them—that is their next birth-day—I always thought that everything was taken from their next birth-day.

Mr. MITCHELL: What was that last evidence you gave, Mrs. Palmer?

The WITNESS: I always thought everything was taken from their next birth-day.

By Mr. EDWARDS:

— It was intended for their next birth-day. A. Yes, sir.

Q. So that then the ages you have given, are the ages at their

next birth-days? A. Yes, sir—I am almost sure that the ages I gave are those of their next birth-day—I am almost sure that that is the correct date.

Q. Did you give the names of all of them? A. No, sir, there is one more.

Q. Please state the name of that one? A. His name is Frank Rudderforth.

70 Q. Please state his age? A. He is 21 years of age.

Q. Is that his correct age? A. It is his next birth-day, the 25th of May.

Q. Do you mean that he will be 21 years old in May?

Mr. MITCHELL: Don't lead the witness. I object to that question because it is leading. Let the witness testify.

The WITNESS: Frank Rudderforth is twenty one years old now.

Q. When did your mother die? A. The 15th of February.

Q. What year? A. The 15th of February 1902.

Q. Mrs. Palmer, had your mother lived in the District of Columbia all her life?

Mr. MITCHELL: I object to that question—it is leading.

A. Yes, sir.

Q. Where has she lived? A. Well, since we were children she always lived since she was married at No. 815 1st St. northeast.

Q. That was your home? A. That was our home.

Q. Were the children all born there?

Mr. MITCHELL: If she knows of her own knowledge—of her personal knowledge?

A. Three were born there—the three youngest children were born there.

71 Q. Is your father dead? A. Yes, sir.

Q. When did he die? A. He died May 19th—let me see, he has been dead ten years—that would make it 1893 that he died.

Q. That is right? A. Yes, 1893.

Q. Mrs. Palmer, do you know how your mother became the owner of that property where you lived?

Mr. MITCHELL: I object to the question on the ground that the record would be the best evidence, the proper evidence, to show how the mother was seized of any property.

Q. Answer the question Mrs. Palmer? A. Why, her adopted father left it to her—she was adopted by a man, and he left it to her.

Q. What was his name?

Mr. MITCHELL: I move to strike out the answer of the witness on the same ground—the record is the best evidence.

A. His name was William Mockabee.

Q. Do you know by what name she was known by, and designated in the will?

Mr. MITCHELL: I object to the question on the ground that the will is the best evidence.

A. She went by the name of Emma Powell—her right name was Emma Powell.

Q. I asked you by what name she was designated in the will?

A. She was adopted as Emma Smithson.

\* \* \* \* \*

72 Q. Mrs. Palmer, did you ever read that will? A. No, I never read it.

Q. Do you know what interest your mother took in that property by that will?

Mr. MITCHELL: Objected to on the same ground as heretofore stated.

A. Why it was thought that it was her property—that is all I know.

Mr. MITCHELL: Question and answer objected to on the ground that it is immaterial and irrelevant. What the witness thinks is also objected to.

Q. Did you know that you had any interest in that property?

A. No, I didn't know anything about it.

Q. Do you remember any real estate transaction having occurred between your mother and the children, and Mr. John G. Slater?

A. Yes, sir.

Q. When was that? A. That was the 28th day of May, 1898—five years ago, about.

73 Q. Where did the transaction occur? A. In Mr. John G. Slater's office in the Gunton building on Louisiana avenue, northwest.

Q. Previous to that transaction, had Mr. John G. Slater, called at your house—the house in which your mother and her children were living? A. Yes, sir, he called at the house several times previous to that transaction.

Q. Were you at the house at any time when he called? A. Yes, sir.

Q. What was, as near as you can give, the substance of his first conversation with your mother at her house? A. Well, he came and told my mother that the property was sold for taxes, and he offered her the sum of \$150, and he told her that if she did not take that that she would lose it entirely, that she had better take that than nothing, and he also offered to pay a bill of \$50 for her.

Q. What bill was that? A. Why, it was a grocery bill that she owed to Mr. Skidmore.

Q. Do you know whether or not your mother had been sued by

Mr. Skidmore on that bill? A. No, only that he told her that she was sued for the bill.

Q. Then, you don't know whether or not she had been sued?

Mr. MITCHELL: The witness says she does not know.

A. I do not know.

74 Q. Will you fix the number of times that he came to the house—about the number of times. A. He came there several times.

Q. Was there any agreement reached on the first day that he came to the house? A. No, I don't think there was.

Q. Did he ever make any different proposition to your mother?

Mr. MITCHELL: I object to the question as leading and suggestive.

Mr. EDWARDS: I submit that I don't see where that question is leading?

A. I don't think there was any, except that he said that he would pay her the \$200 in cash, and he only paid her the \$150 in cash, and promised to pay the bill, and it was never paid.

Q. When was the money paid to your mother, Mrs. Palmer? A. As near as I can remember it was about the first of June—it was about pay-day on the 30th of May, and it was a holiday, so he made her wait two days.

Q. Do you remember whether or not Mr. Slater paid the money to your mother on the day the deed was signed? A. No, he did not pay it the first day that we went up there.

Q. At what place did the payment take place? A. At the bank.

75 Q. Do you remember what bank? A. On F street right above F street—he went up with her to get the check cashed right there, and gave it to her in the bank.

Q. How much money did he pay her? A. The sum of \$150.

Q. Did you receive any part of that money? A. Not a nickle—not a penny.

Q. Do you know whether or not any of the other children received any of the money? A. No, they did not receive any of that money.

Q. Do you know what was done with the money? A. Mother lived on it until it was exhausted.

Q. Do you know whether or not your mother paid any bills with that money, if she owed any?

Mr. MITCHELL: That question is objected to on the ground that it is leading.

A. She owed none that I know of, except the grocery bill.

Q. Was any further conversation had between your mother and Mr. Slater about the Skidmore bill? A. She wanted to pay it herself, and he told her that he would save her the trouble; that Mr. Skidmore acted so mean toward her that he would pay it himself for her, and she trusted to his honesty to pay him, and some months

afterwards my mother got a letter from Mr. Skidmore saying that he had not received any money for the bill.

\* \* \* \* \*

76 Mr. EDWARDS: We may be able to produce such a letter.

Mr. MITCHELL: Then I will object to the letter at the proper time—objection is hardly necessary until it is produced though.

Q. Mrs. Palmer, I believe you said the deed was signed in Mr. Slater's office? A. Yes, sir.

Q. Was the deed read to you? A. No, sir, not a thing read to us.

Q. Was any explanation of the matter made to you, Mrs. Palmer: A. Not at all—my sister asked to read the deed, and Mr. Slater told her that it was a mere matter of form.

Q. Which sister do you refer to as having asked to read the deed?

A. Mrs. Mary Mullen.

Q. Did he tell you what interest you had in the property? A. No, sir.

Q. Did he tell any of the children whether or not they had any interest in the property? A. He did not say anything about any interest we had in the property.

Q. What was your age at the time you signed that deed? A. I was twenty years old then.

Q. Were there any other infants at the time you signed the deed?

A. Thomas H. Rudderforth and Frank Rudderforth.

77 Q. Did Mr. Slater, the defendant, know your age? A. He did.

Q. Did he know the ages of any of the other children? A. He certainly did.

Q. What did he say, if anything? A. To one of my brothers he said: "If anything should occur, will you sign this paper when you are twenty one years old.

Q. To whom did he say that? A. That was to Thomas.

Q. Mrs. Palmer, I hand you a paper, and ask if you signed that, and state whether this is your signature? A. I signed that—that is my signature.

Mr. EDWARDS: I offer this paper in evidence and ask the examiner to mark it as an exhibit, being Exhibit E to the bill filed in this case, and the declaration of the heirs of Mrs. Rudderforth, setting forth that they have been defrauded and cheated out of their property—the same is duly recorded among the land records.

\* \* \* \* \*

Q. Mrs. Palmer, I ask you to look at the other signatures to that paper, and state whether or not your brothers and sisters signed their names to that paper also? A. Yes, sir.

78 Q. That is your mother's signature to that paper? A. Yes, sir.

Q. Do you remember when your mother vacated the property, No. 815 First street? A. Yes, sir.

Q. Do you remember when it was? A. I don't just remember the day and date.

Q. How soon after you signed the deed did she vacate the house? A. I don't think she was there longer than a week.

Q. Did you hear any conversation between Mr. Slater and your mother about vacating the premises? A. Well, he said she could have the house for a month, and then he turned around and said that if she would move elsewhere he would give her \$6. to pay elsewhere, instead of keeping the house there herself that month.

Q. Was the house in good repair when you lived there? A. Yes, sir.

Q. Did your mother make any improvements? A. She did. She put a hydrant and sewerage in, and she had the rooms fixed up.

Q. Do you know what the house rented for after your mother left it? A. \$10.30 is what they always rented for.

Mr. MITCHELL: Somebody told you—is that why you say it rented — \$10.50.

79 Mr. EDWARDS (to Mr. Mitchell): You will have a chance to cross examine the witness.

The WITNESS: The house always rented for \$10.50 except when there was two colored tenants in it.

### Cross examination.

By Mr. MITCHELL:

Q. When were you twenty five years of age, Mrs. Palmer? A. 4th day of August.

Q. 4th day of last August? A.

If this testimony is as given  
I made a mistake in my age.  
I was born Aug. 4, 1878.  
I was therefore 25 yrs. old Aug.  
4, 1903.

Yes.

Q. When was Thomas 23 years of age? A. May.

Q. Last May? A. Yes.

Q. On what day of May? A. 18th of May.

Q. May 1902? A. Yes, sir.

Q. And when was Frank 21 years of age? A. May.

Q. Last May? A. Yes, sir.

Q. What time in May? A. 18th.

Q. Both born on the same day? A. No, sir—Frank was 21 years of age on the 25th day of last May.

Q. 1902? A. Yes, sir.

\* \* \* \* \*

80 The WITNESS: When he first asked me I was not quite sure, and I corrected them—they are all right.

Q. They are all right—the ages you have given me? A. I am almost sure.

Q. When did your mother die? A. The 15th day of February, 1902.

Q. In what part of the city was she living at the time of her death? A. At No. 140 Heckmann street, southeast.

Q. Your father had been dead some time, had he not? A. Yes, sir.

Q. How long? A. About nine years.

Q. Now, each one of the children named in this bill filed in this case—Thomas H., Frank W., Daisy B. and Ellen S. Mullen, were the children of Emma H. Rudderforth, and your father I do not remember his name? A. My father's name was Thomas.

Q. You spoke of the right name of Mrs. Rudderforth being Emma Powell—how do you account for that? That is by adoption? A. No, that is her right name.

Q. And she was adopted by a man by the name of Mock-  
81 abee? A. Yes, sir.

Q. When do you first remember seeing Mr. John G. Slater? A. About sometime in the month of May—I don't just remember the date.

Q. Was it near the first of the month? A. About the middle of the month, I think.

Q. Where did you see him? A. At my mother's house.

Q. Who was present at that time? A. My mother and I.

Q. Any other persons present at that time? A. I don't think there was any one else there.

Q. Is that the first time you say your mother had ever seen Mr. Slater? A. Yes, sir.

Q. And at that time you say Mr. Slater offered your mother \$150. for her interest in the property? A. He offered her \$200., but only paid \$150., and promised to pay Mr. Skidmore \$50. but did not pay him. He promised to pay the Skidmore bill whatever it was. He told her that there was a judgment.

Q. He told your mother that there had been a judgment obtained, did he? A. Yes, sir.

Q. Now, what did your mother say to his offer of \$150.00? A. Well, mamma was very much worried at the time, and she thought it was awfully hard that Mr. Skidmore should push her for  
82 the money, as he had always been a friend of our mother, and as Mr. Slater told my mother that the house would be taken away anyway, she took the money Mr. Slater offered her—Mr. Slater told her that the house would be taken away anyway, and she wanted to pay that Skidmore bill, and he told her that it would be better to get the \$200. than to not get anything—that it was eat up with taxes, and had a judgment against it by Mr. Skidmore, and she was pressed to sell, and he was pushing her.

Q. She was pressed and wanted to sell? A. (No answer.)

Q. I understood you to say that?

Mr. EDWARDS: The witness said that Slater said Skidmore was pushing her.

Q. What did you say? A. Yes, my mother had not seen Mr. Skidmore for some time.

Q. Had your mother been served with any paper? A. Not that I know of.

Q. As a matter of fact, do you know whether a judgment was obtained against your mother for \$55.00? A. Yes, sir, Mr. Skidmore said so.

Q. He said there was a gentleman there who offered her \$30. for the bill, and Mr. Skidmore stated——

Q. Do you know of your own knowledge that Mr. Skidmore obtained a judgment against your mother? A. I thought I was supposed to tell it all. She received a card.

\* \* \* \* \*

83 Q. All of the parties named in this bill filed in this case in addition to your mother? A. Yes, sir.

Q. Do you remember what time in the month that was—what month it was? A. It was the 28th of May.

Q. You say it was the 28th of May, 1898? A. Yes, sir.

Q. And do you remember what time in the day it was? A. It was the 28th of May.

84 Q. What time in the day was it that you went to Mr. Slater's office? A. I think it was in the morning—as near as I can remember it was in the morning.

Q. Now, when you went to Mr. Slater's office who was present besides the members of your own family? A. Mr. Slater and his two sons.

Q. Any one else? A. No, sir, not that I know of—I don't remember any one else.

Q. Did you see any one else besides Mr. Slater and his two sons from the time you went into the office until the time you left to go to the bank? A. I don't remember.

Q. And you are sure about the two sons being present? A. Well, he introduced them to us as his sons—who they really were I could not tell you.

Q. You were introduced to two people whom he claimed to be his sons? A. Yes, sir.

Q. Did he introduce you to anybody else? A. I cannot remember—it has been so long ago—I cannot remember whether there was anybody else there or not.

Q. Don't you remember an elderly gentleman with a gray mustache being in the office at the time? A. This gentleman was an elderly gentleman with a mustache I am speaking about.

85 Q. In addition to Mr. Slater and his two sons? A. Well, I cannot remember that.

Q. Do you remember any other person coming into the office at all besides Mr. Slater and his two sons? A. Indeed I can-

not remember that gentleman—I can remember the office and just exactly where they stood, but I cannot remember whether there was somebody else there besides Mr. Slater and the two persons he introduced to me as being his sons, or not.

Q. Did you sign this deed—is that your signature Mrs. Palmer? (Showing witness exhibit to bill.)

Mr. EDWARDS: I object to that question.

The WITNESS (after looking at paper): Did I put my signature there, right here (indicating).

Mr. MITCHELL: Yes.

Mr. EDWARDS: What is that you are showing to the witness, Mr. Mitchell?

Mr. MITCHELL: I am showing her a paper.

Q. Is that your signature—you know your own hand-writing?

A. It does not exactly look like it.

Q. You are not sure whether that is your signature or not? A. It may be; I do not think it is; I don't know; I write something like that now.

Mr. EDWARDS: I ask the examiner to state that Mr. Mitchell exhibited to the witness the copy of the deed filed as an exhibit to the bill filed in the case; I think it is proper for that to go on record.

Mr. MITCHELL: I further state that the witness does not  
86 know whether or not the signature appearing there is her own.

WITNESS: When was that signed?

Mr. MITCHELL: It was signed by a lady in the recorder of deeds' office.

Mr. EDWARDS: I will correct that statement—that is a copy I made myself, and it was certified to by the recorder of deeds.

By Mr. MITCHELL:

Q. Now, you signed the deed in Mr. Slater's office, didn't you, conveying this property in controversy to the grantee? A. Yes, I signed a piece of paper. I didn't know what was on it—what it was for.

Q. And your mother signed a piece of paper. A. Yes, sir.

Q. Your brothers and sisters signed a piece of paper? A. Yes, sir.

Q. What happened after that—what did you do after you signed the paper? A. I cannot remember—we went right up to the bank—I think that he paid us the day the deed was signed.

Q. And you all went to the bank together? A. Yes, sir.

Q. Before you went to the bank did you see this old gentleman with the gray mustache?

Mr. EDWARDS: Which old gentleman do you refer to?

87 Mr. MITCHELL: The old man whom she does not know was in the office or not—I refer to a man by the name of Soran.

A. It seems to me, I think there was some one there, but I don't remember now at all.

Q. Did Mr. Sohan say anything to you? A. I cannot remember whether Mr. Soran said anything to us or not, if he was there.

Q. You say you don't know whether he said anything to you or not? A. No.

Q. Did he ask you any question about the deed? A. I cannot remember that question, whether he asked me or not.

Q. You don't know whether he asked you or not. A. I do not.

Mr. MITCHELL: That is right?

A. I don't remember.

Mr. EDWARDS: The witness stated that she did not remember any such man.

Mr. MITCHELL: She said she did not remember, but she believed there was such a person there.

A. The WITNESS: It may come to me—I may remember more later.

Q. You say the deed was not read to you? A. No, sir.

88 Q. And you say your sister told Mr. Slater, or requested him to let her look over the deed, or paper? A. Yes, sir.

Q. Which sister is that? A. The oldest one—Mrs. Mullen.

Q. Which sister did you say that was? A. Mary Grace Mullen.

Q. What did he say to her? A. He told her that it was merely a matter of form.

Q. He told her that it was nothing but a matter of form when she asked to read it? A. Yes, sir.

Q. She was told that it was nothing but a matter of form? A. That is what she was told.

Q. How old was she at that time? A. She was 24 years old.

Q. As a matter of fact, Mrs. Palmer, when Mr. Slater first called at your mother's house, didn't he say that he had bought, or had arranged to buy, the judgment from Mr. Skidmore?

The WITNESS: You mean that he would pay that?

Q. Yes? A. Yes, sir; he certainly agreed to pay it.

Q. And you say he has never paid it? A. No, sir.

Q. Are you as sure of every fact in the case as the one you have just testified to?

The WITNESS: What do you mean?

89 Q. Are you as sure of the fact that he has never paid that bill as you are of every other fact in the case? A. He never paid it then, because I saw my mother receive a letter from Mr. Skidmore months afterwards, in which he stated that it was not paid.

Q. And you are positive that that judgment has not been paid? A. Yes, sir.

Q. And you are as positive that that judgment was not paid as the fact that you signed the deed, or any other fact in the case that.

you have testified to? A. It is just this—I told you exactly what I remember having taken place, and——

Mr. MITCHELL: You need not answer that.

Mr. EDWARDS: I object—the witness can go on and explain whatever she wishes to.

Mr. MITCHELL: The witness can answer my question “yes” or “no.”

Mr. EDWARDS: She can explain her answers.

Q. Are you as positive that that judgment was not paid, either before or within a few days after the deed passed from your mother and your brothers and sisters, to Mr. Slater, as you are about any other fact to which you have testified to? That can be answered “yes” or “no”? A. I am sure that we got word from Mr. Skidmore that he did not receive the money due him.

Q. That is the only way you know it? A. (No answer.)

90 Q. Now, that is your signature, I believe, (showing witness declaration of trust)? A. Yes, sir.

Q. Which is your signature? A. Daisy Palmer.

Q. When did you sign this paper? (Showing witness paper.)

Mr. EDWARDS: That paper speaks for itself.

A. (No answer.)

Q. Answer the question, please, Mrs. Palmer? A. Must I answer the question?

Mr. EDWARDS: If you know the date you signed it, you can answer.

A. I don't know the right date.

Q. You say you don't know when you signed it? A. I don't know.

Q. Under what circumstances did you sign that paper? A. I signed it when we got the money—he said that we all had to sign.

Mr. EDWARDS: I ask counsel for the defendants, Slater, to explain what date that is?

(By Mr. MITCHELL:)

Q. This is the declaration that Mr. Edwards referred to a moment or two ago—do you remember it? You can look at it, madam, and see?

Mr. EDWARDS: Read it all the way through, Mrs. Palmer.

Mr. MITCHELL: If she can identify it without reading the paper through she can do so. If she knows what the paper is, she does — have to go all the way through with it.

91 A. I have looked the paper over.

Q. After reading that paper, can you say when you signed it? A. No, I cannot.

Q. Can you say for whom you signed the paper? A. (The witness shakes her head “no.”)

Q. What do you say—you cannot shake your head in reply to my

question, because the examiner cannot see you. Say no or yes. A. That is my signature.

Q. Did you ever read that paper before? A. I think I did.

Q. When? A. I cannot remember—I have read so many papers.

Q. You don't remember whether you read this paper or not? A. Let me see the paper—I would like to see it again.

Q. You may see it (handing witness paper). A. That don't look like the paper I read.

Q. Do you know Eva J. Dolan? A. No, sir.

Q. Now, you signed that paper in 1901, Mrs. Palmer? A. Now it comes to me—I really forgot it. It has been going on so long—I am all mixed up. She was the attorney.

Q. You signed that paper in 1901, you say?

Mr. EDWARDS: I submit that is improper—you said she signed it in 1901?

92 Q. In 1901, how old were you? A. I must have been 23 years old.

Q. It has been two years ago? A. 23 years old.

Q. And, on the 10th day of June, 1901, Eva J. Dolan, a notary public, says that you personally appeared before her? A. She is an attorney on E street.

Q. You don't remember that you ever tendered to Mr. John G. Slater any sum of money, and asked him for the return of the property? A. No, I have not myself done so. I thought it was not necessary to do that if he was drawing the rents of the house.

Q. You have never tendered to Mr. Slater as much as one cent of the money and asked him for a return of this property? A. No, sir.

By Mr. EDWARDS:

Q. Mrs. Palmer, I understand that you testified on cross examination that your brother Frank was 21 years of age May 25, 1902—is that correct? A. The ages have gotten me awfully mixed up.

Q. Do you say Frank was 21 years old last May? A. No, he was not. I do not mean to say that.

Mr. MITCHELL: I object to the question—it is a matter which should have been gone into on the examination in chief.

93 A. I can bring the proof as far as that is concerned for his age; I can bring more proof than any of the rest of them.

DAISY B. PALMER.

Subscribed and sworn to before me this 25 day of September, 1903.

WM. H. SHIPLEY, *Exmnr.*

In the Supreme Court of the District of Columbia.

THOMAS H. RUDDERFORTH ET AL.	}	Equity. No. 23636.
vs.		
MATTIE R. SLATER ET AL.		

Please take notice that on Tuesday, April 28th, 1903, at the hour of 3 o'clock p. m., at the office of W. Walton Edwards, Esq., Equity building, No. 317-319 John Marshall place, (4½ St. N. W.,) Washington, D. C., I shall proceed to take testimony in behalf of the complainants of all witnesses to be examined; at which place and time you are requested to be present for the purpose of cross-examining said witnesses if you see fit so to do.

WILLIAM H. SHIPLEY,  
*Examiner in Chancery.*

NOTE.—Met on the date above indicated and continued until Friday, May 1st, 1903, at 3 o'clock p. m., at the same place.

WILLIAM H. SHIPLEY,  
*Examiner in Chancery.*

94

WASHINGTON, D. C., May 1, 1903—  
Friday, at 3 o'clock p. m.

\* \* \* \* \*

Whereupon FANNIE E. THOMAS, a witness of competent age, called for and on behalf of the complainants, being first duly sworn according to law, was examined and testified as follows:

Direct examination.

By Mr. EDWARDS:

Q. Please state your full name? A. Fannie E. Thomas.

Q. Where do you reside, Mrs. Thomas? A. At Hamilton, Virginia.

Q. Are you one of the daughters of the late Emma F. Rudderforth? A. I am—I am her second oldest daughter, sir.

95 Q. Are you married? A. I am married now, sir.

Q. Do you remember Mr. John G. Slater, who is now in the room? (That gentleman there, indicating.) A. I recognize him—I recognized him when he came in—I just do remember him, and that is all.

Q. When did you first become acquainted with him? A. I saw him once when he came to our home.

Q. When did he come there? A. For my mother.

Q. What did he come there to see your mother for? A. To see about the property.

Q. Where was your mother living then? A. On 1st street, northeast, in the house in controversy.

Q. Did any conversation pass between your mother and Mr. Slater at that time? A. Yes, sir.

Q. What conversation passed between your mother and Mr. Slater at that time?

\* \* \* \* \*

Q. You may go on and answer the question, Mrs. Thomas? A. Well, at that time when Mr. Slater came to see us it was about our house, which he said was being eaten up in taxes, *which he said was being eat up in taxes*, and would be sold if we did not compromise it, and he offered to settle.

96 Q. What did he offer? A. He was to give us \$200., but I think mamma only got part of it.

Q. How much money did he pay your mother? A. There was \$150. paid, and \$50. was promised to be paid.

Q. Your mother received only \$150.? A. Yes, sir.

Q. Did you sign the deed conveying that property with the other members of your family? A. Yes, sir.

Q. Where did that occur? A. At Mr. Slater's office.

Q. At Mr. John G. Slater's office? A. Yes, sir, at his office on Louisiana avenue.

Q. Was the deed read to you or explained to you before you signed it? A. Well, that I don't remember it being explained to me.

\* \* \* \* \*

A. Well, that I don't remember, because if it had been explained, or I knew more about it, I don't think I would have signed.

Q. Did you know what interest, if any, you had in the property at that time?

\* \* \* \* \*

97 A. No, indeed, for if I had I would not have signed not a word of it—I would not have signed a letter in my name had I known what I was signing.

Q. State whether or not any of the other children, your brothers and sisters, were under age at the time, and which? A. Yes, there were two others that were under age—I mean three of us were under age at that time.

Q. Which ones? A. It was my sister, and my two brothers—those three that were under age. At that time they were under age.

Q. Did you receive any part of the money that was paid to your mother? A. No, sir, not one red cent, but the money was eat up almost at the time she got it into her hands. It was eat up by debts and things like that; at that time she was financially embarrassed; I think that is the reason she took the money.

Q. At that time where were you living? A. We had just moved—that is the reason the money was given to us.

98 Q. Previous to that where had you lived? A. I always lived on 1st street in that little house No. 815 First street.

Q. Northeast? A. Yes, sir.

Q. How long has your mother lived there?

Mr. MITCHELL: If you know of your own knowledge.

A. I can only remember that as my home all my life. A. I know mamma had it; I know it was her home for a long time—it was her home before I remember of living in it.

\* \* \* \* \*

Q. Did your mother leave there? A. Yes, sir.

Q. Why? A. She was frightened into leaving there—her mind was all right before anybody frightened her into such a thing, and being advised what to do by Mr. Slater—she was threatened to be put in the street, and all threats as that.

Q. Did Mr. Slater make any threats like that? A. I cannot remember the exact words.

Q. What else was said, if you remember—what did Mr. Slater say? A. I remember that he said that the taxes were eating the property, this house on First street, up, and that we would not have a home for very long, and he said that we had better, or my mother had better, take the offer which he made to her, than to be set out; and the Skidmore bill was to be paid—that lingered on my mother's mind, and that was another thing that made her settle as she did.

Q. What did Mr. Slater claim in reference to that bill? A. He said that it had to be paid—that he had a mortgage on the house.

Q. What was the amount of Mr. Skidmore's claim? A. \$50.

Q. Do you know whether or not that was paid? A. Well, Mr. Slater gave mama the \$150., and mama told him that she would rather pay Mr. Skidmore herself, and Mr. Slater said that he would attend to that \$50., and I guess it was never paid.

\* \* \* \* \*

Witness continuing: We know now that it has never been paid by Mr. Slater—Mr. Skidmore said it was not paid.

\* \* \* \* \*

100 Q. What were the circumstances under which your mother moved out of the property, Mrs. Thomas? A. Well, at that time Mr. Slater told her, told mama, that if she got out that he would allow the rent for a month, and that she would have to leave anyhow, and that if we got out then he would give her so much money and the month's rent.

Q. Did your mother ever make any improvements on the property? A. Yes, sir, she put a new hydrant in there, and paid quite a little sum out for it—at papa's death she took her money that she gotten there for life insurance, and put a new hydrant, and also water fixtures in it.

Q. When did your father die? A. Papa died in 1893.

Q. Do you know Mr. Malcolm Hufty? A. I do not know him personally, no, sir.

Q. Were you introduced to such a man the day you signed the deed? A. I don't remember of it.

Q. Do you know, or did you know, that you had made 101-103 a deed direct to Malcolm Hufty? A. No, sir.

\* \* \* \* \*

104 & 105 Q. When was this transaction with Mr. Slater, if you remember, Mrs. Thomas? A. Well, it was in May, I think, 1898. It was May the 10th, somewhere along there in 1898; that is as far as I can remember; well, it was somewhere along there in 1898—that is, some parts of it was done along there, but it was later than that when we received the money; we did not receive the money at that time—it was later in the month when we received the money.

Q. Who was present at the time you first saw Mr. Slater at your mother's house? A. I think I was the only one there at the time; my other sister was there—I will not be positive whether he was in the room or not.

Q. You are not positive whether your mother was in the room or not? A. Oh, my mother was there—he would not have likely been in the room with any one else—my other sister was in the house at the time.

Q. Which other sister? A. That is Daisy—that is she was at home at that time.

\* \* \* \* \*

106 Q. Now, you were all living together in this First Street house at the time Mr. Slater called there, were you not? A.

107 Yes, sir.

Q. Your mother, two brothers and three sisters were living there? A. Yes, sir, it was our common home.

Q. That was a common home for you and your brothers and sisters? A. Yes, sir.

Q. I mean you all occupied it? A. Yes, sir.

Q. You say that at that time your mother was financially embarrassed? A. Just about that period, yes, sir.

Q. She owed bills? A. Yes, sir.

Q. She owed one debt of \$50. to Mr. Skidmore? A. Yes, sir, to my knowledge.

Q. Had Mr. Skidmore sued her? A. It was said that he had.

Q. Who said that? A. Mr. Slater.

Q. Did Mr. Skidmore ever say that? A. Mr. Skidmore ever say that?

Q. Yes? A. No.

\* \* \* \* \*

108 Q. What did he say when he made that offer of money for the property? A. Well, he offered her that much, saying that that would be more than she would get finally, or that she would be set out of doors if she did not take it.

Q. That was \$200.? A. Yes, sir.

109 Q. Did your mother talk the matter over with her children? A. No, we had no interest at that time—we knew that we would not have a home long.

Q. How did you know that? A. Because of mama's talk.

Q. You knew that your mother could not keep up payments, because of her financial embarrassment? A. She was at that time financially embarrassed.

Q. You remember going down to Mr. Slater's office? A. Yes, sir.

Q. Who went with you? A. My two brothers, and two sisters.

Q. Anybody else? A. No, sir.

Q. Your mother was present? A. Oh, yes. I think you mean with her?

Q. Yes? A. Yes, sir. We were all present.

Q. Where was the office of Mr. Slater—do you remember? A. It was on Louisiana avenue.

Q. Who did you see there? A. Well, I cannot remember—Mr. Slater was in one room. I don't remember who else was present.

Q. Did you see anybody else there besides Mr. Slater, or do you know? A. Why, there were other people in the room—I don't remember who was there. I know that we were in the room, and that Mr. Slater came in there and handed us the papers at the time—that is all I know.

110 Q. And Mr. Slater handed you the paper? A. He handed these papers to mama.

Q. Was anybody else with Mr. Slater when the paper was handed to you? A. I don't remember whether there was or not.

Q. Do you know Mr. Soran. A. No, sir.

Q. Did you see a gentleman there that day with gray mustache? A. I don't remember that I did or not.

Q. You all signed the paper, then, in Mr. Slater's office? A. Yes, sir.

Q. On the occasion of that visit? A. Yes, sir.

Q. Who signed the paper first? A. I don't know—we were all there, and we all signed—I know that. I don't know which one of — signed before the other, or what for. I did not know what we were signing for at the time.

\* \* \* \* \*

111-113 Q. Did anybody say anything to you about the contents of the paper? A. No, sir.

Q. Not a soul? A. No, sir.

Q. Had anything been said to you about the contents of the paper, and about your acknowledging the paper, would you have known and remembered it? A. All, I can remember is—I don't know about the contents of the paper.

Q. Tell us what you can remember? A. Mr. Slater told us that when we became of age, that there would be no more about this paper, that it would be all right, that we had signed away, but would

we sign at the time when we come of age—I was not aware of what was in the paper.

Q. Well, as a matter of fact, you were all of age? A. I was of age at that time.

Q. So he could not have been talking to you? A. He was talking to all of us in general—we were all there.

Q. And yet you signed away what you had? A. We signed on this paper.

Q. Signed away what you had? A. I didn't know that I had anything at that time.

Q. Who were present when that paper was signed? A. Well, my two sisters, my two brothers, my mother and myself.

\* \* \* \* \*

114 Redirect examination.

By Mr. EDWARDS:

\* \* \* \* \*

Q. Yes—what is the extent of your education? A. Well, I was going into the 7th grade I think; I just had started in the 7th grade when I had to leave school on account of the death of my father—on account of his sickness and death.

Q. What did you do after you left school? A. I worked in a store.

Q. Did you contribute to your mother's support? A. That is the reason I had to leave school and go to the store, because I had to be the support.

Q. Did you hear Mr. Slater tell your mother not to tell anybody what she got for the house?

\* \* \* \* \*

115 A. He told mama she need not say anything about it—what she did get.

Q. Do you know what the house rented for after your mother gave it up? A. \$10.30. I am not positive.

\* \* \* \* \*

Recross examination.

Mr. MITCHELL:

Q. You say you went to the 7th grade school? A. I just started in the 7th I may say I left in the 6th because I did not have any benefit from the 7th.

Q. Look at this paper which I hand you, and state what it is?

Mr. EDWARDS (to Mr. Mitchell): What is that paper?

Mr. MITCHELL: It is a copy of a deed from Rudderforth, to Mattie R. Slater.

116 Q. Do you see your name there? A. I see my name there, yes.

Q. You can readily distinguish that? A. Yes, sir, I can read.

Q. You can readily read that? A. Yes, yes, I can read that.

Q. Now, this is an exhibit to the bill filed in this case, which is dated May 28th, 1898 from Emma F. Rudderforth and others to Malcolm Hufty, for sub-lot 3, in square 717. A. Yes, sir, that is my name to that.

Mr. EDWARDS: I do not think Mrs. Thomas can get back to the city to sign her deposition, and I ask counsel for the defendants if he will stipulate that the examiner may sign the deposition.

Mr. MITCHELL: I don't imagine I will object to that one deposition, and I state that I am satisfied to have the examiner sign it.

NOTE.—It is stipulated by and between counsel for the respective parties to this cause that the examiner may sign the foregoing deposition in lieu of the witness.

WILLIAM H. SHIPLEY,  
*Examiner in Chancery.*

Thereupon MARY GRACE MULLEN, a witness of competent age, called for and on behalf of the complainants, being first duly sworn according to law, was examined and testified as follows:

117 Direct examination.

By Mr. EDWARDS:

Q. Please state your full name? A. Mary Grace Mullen.

Q. Mrs. Mullen, where do you reside? A. No. 140 Heckman St., southeast.

Q. Mrs. Mullen, are you one of the children of the late Emma F. Rudderforth? A. I am, sir, the oldest.

Q. When did your mother die? A. Mother died the 15th day of February, 1902.

Q. Is your father dead? A. He is.

Q. When did he die? A. He died the 9th of May 1893.

Q. What date did you say? A. I mean the 19th day of May—he died the 19th day of May, 1893.

Q. Do you know Mr. John G. Slater, one of the defendants in this case, who is now present in this room? A. I saw Mr. Slater at the 1st Street house—the last time I met him was at house No. 815 First street, northeast.

Q. This house is where your mother lived? A. Yes, sir.

118 Q. Did you hear any conversation at that time between your mother and Mr. Slater, the gentleman here? A. I was not in the room.

Q. When did you next see Mr. Slater? A. When we went down to sign the deed at his office.

Q. Do you remember what date that was? A. I think it was the 28th day of May.

\* \* \* \* \*

Q. You signed the deed, did you, with the others? A. Yes, sir.

Q. Did he, or anybody else, explain the paper to you?

\* \* \* \* \*

A. There was not any explanation of the paper made to me by anybody—nobody explained the paper to me.

Q. Did you read the deed before you signed it?

\* \* \* \* \*

Q. Did you have any opportunity to read the deed?

\* \* \* \* \*

119 Q. Please answer my question? A. I had no opportunity to read the deed—I asked Mr. Slater to let me read it. He said it was a mere matter of form—that it was all right.

Q. You say you were not permitted to read the deed. A. No, sir I was not.

Q. Was the deed read over to any of the others? A. No, sir, it was not.

Q. Did you see the money paid over? A. Yes, sir I did.

Q. Mrs. Mullen, how much money did your mother receive? A. \$150.

Q. Was that the agreement which she had made with Mr. Slater? A. No, sir.

\* \* \* \* \*

Q. What was the agreement reached between your mother and Mr. Slater? A. \$200. When she received the money he said he would keep the \$50. out and pay Mr. Skidmore—she wished to pay it herself, but he said it would be better for him to pay it.

120 Q. He did not state that he had already paid Mr. Skidmore? A. No, sir; he said he would pay Mr. Skidmore; he would not let her pay it to him—she thought it was to be paid as he said he would pay him.

Q. Was anything said in regard to the taxes? A. Mr. Slater said that the property had been eat up by taxes, and, of course, mama would not realize anything from it, and she would lose it anyway.

Q. Did he state whether or not the property had been sold for taxes? A. No, I don't remember whether he said that; I remember him saying that it would only be a question of a very short time before we would be put out—that it was eat up by taxes.

Q. Did you get any part of the money paid over to your mother? A. No, sir. The money was used to pay debts and live on.

Q. Had your mother any other property at that time? A. No, sir.

Q. Had she any income whatever? A. No, sir.

Q. How was she being supported? A. By my two brothers and my sister who was not married. They received very small wages—that took care of her, and that is all.

Q. What was the condition of your mother's mind at the time Mr. Slater came to see her? A. Well, she was very much disturbed—she had no money to pay on the taxes, and she had  
121 no money to meet certain debts that should be paid, and of course that preyed on her mind, depressed her mind, so that she thought she had better take what was offered her anyhow; she thought it was better to take that than nothing and that little might help her out a little.

\* \* \* \* \*

Q. Mrs. Mullen, did you know what interest, if any, you had in the property at that time? A. No, sir, I did not; I imagined my mother had a perfect right to sell if she wished to.

Q. Did Mr. Slater explain to you what interest you had? A. He did not.

Q. Did he say anything to you, or any of your brothers and sisters, in regard to what interest they had in the 1st Street property? A. He did not. All he said was when we signed the deed in the office was this to my brother: "When you get to be 21 years old will it be all right; I wish you to sign again." He said when he got 21 years old he would wish him to sign again, and then it would be all right.

Q. Was Mr. Slater aware of the non-age of some of the children at that time? A. He must have been, or he would not have said that.

Q. Did you hear any conversation between your mother  
122 and Mr. Slater, as to what your mother should say if she were asked what she got for the property? A. No, I did not hear the conversation, but my mother told me that he said that.

\* \* \* \* \*

Q. What did Mr. Slater say to her, if you know? A. I heard my mother say that he told her not to say anything about what he had paid her for the property—to let people think he had paid her a great deal more than he had.

Q. Do you know how your mother received that property Mrs. Mullen?

\* \* \* \* \*

A. It was left to her by Mr. Mockabee's will. Mr. Mockabee willed it to her.

Q. Do you know who reared your mother? A. Mr. Mockabee raised her up until he died, and then she was adopted again.

\* \* \* \* \*

Q. Mrs. Mullen, do you know whether or not your mother ever made any improvements on the property? A. Yes, sir, she  
123 did.

Q. What improvements did she make? A. She put a

hydrant in, and closet and sewer in there, and had the house fixed up inside.

Q. What was its condition when she vacated it? A. It was in all right order—good order then.

Q. Did you ever hear, or learn, what it rented for after your mother vacated it?

Mr. MITCHELL: I object to the question, because it calls for hearsay evidence.

A. \$10.50 I believe.

Q. Do you know Malcolm Hufty? A. No, sir.

Q. Did you know that you were making a deed to him? A. I did not—I thought I was signing that for Mr. Slater. I didn't know that any one else had any interest in it but Mr. Slater.

Cross examination.

By Mr. MITCHELL:

Q. How old are you, Mrs. Mullen? A. I am 29 years of age.

Q. When were you 29 years old? A. 16th of last November.

Q. The 16th of November, 1902? A. 1902.

Mr. EDWARDS: We admit that Mrs. Mullen was of age when she signed the deed.

Mr. MITCHELL: I am cross-examining the witness.

Q. How old is your sister next to you? A. She is 28 years  
124 of age.

Q. When was she 28 years of age? A. The 27th of last April.

Q. 27th of last April, 1903? A. 27th of this last April.

Q. How old is your next sister? A. She will be 25 years of age this coming August.

Q. What day in August? A. I think the 4th—I don't know whether it is the 2nd or 4th, for father's birthday is one and her birthday is the other.

Q. She will be 25 years old, you say, on the 2nd of August, 1903. A. Yes, sir.

Q. How old is your brother next to Daisy Palmer? A. He will be 23 years old this 18th of May.

Q. And the next brother? A. He will be 21 years old the 25th of this month.

Q. Of what church was your mother and her children, members? A. We were brought up in the Methodist Church.

Q. And what church did you attend? A. The North Capitol M. E. church.

Q. Were you baptised in that religion, Methodist Episcopal religion? A. Yes, sir.

Q. All the children? A. Yes, sir.

125 Q. Do you remember when any of your brothers and sisters were baptised? A. Yes, sir, all of them.

Q. Were they all baptised at that church? A. No, sir.

Q. Where were they baptised? A. At home.

Q. Your sister, Daisy, where was she baptised? A. At home.

Q. Are you positive that your brothers were baptised? A. Yes, sir, I remember that distinctly.

Q. If they had been baptised at home, under the rules of your church, would a record be made? A. I guess so.

Q. Were they baptised by the minister of the North Capitol Street church, do you know? A. I remember my brother, Frank, distinctly, because I saw that, and we have my brother's christening papers at home, made out, and at home—at least I have.

Q. You are positive that that was at home? A. Yes, sir.

Q. You don't know anything about your other brothers and sisters—that is, you are not positive about that? A. I remember Thomas being christened at home, but I remember more distinctly as to Frank.

Q. Thomas is the older brother? A. Yes, the next one.

Q. When did you next see Mr. Slater? A. Saw him at the 1st. Street house.

126-129 Q. And where was he at that time?

The WITNESS: Where was he?

Q. Was he in the parlor of the house? A. I saw him. I was in the back parlor of the house.

Q. You did not go out at all? A. No, sir.

Q. Who else went into the front room? A. I let Mr. Slater in, and my mother and sister went into the room. I went out; I had other business to attend to.

Q. When did you next see Mr. Slater? A. Down at his office on Louisiana avenue.

\* \* \* \* \*

Q. How many rooms in that house? A. Four.

Q. How many on the first floor? A. Two.

\* \* \* \* \*

130 Q. When your mother got the money you say you were with her? A. I was with her that morning. My mother and two sisters.

Q. All four of you were together? A. Yes, sir.

Q. All four of you went to Mr. Slater's office? A. Yes, sir, went to the bank, and he paid \$150. in gold.

Q. Drew it out of the bank? A. Yes, sir.

Q. What bank? A. That bank at the Masonic temple.

Q. All four of you went to the bank to receive the money? A. Yes, sir.

Q. What was your mother's financial condition at that time? A. Very poor.

Q. Embarrassed financially? A. Yes, sir.

Q. And the only income was that of your two brothers, and  
131 sister? A. Yes, sir.

Q. Was she the one known as Daisy who testified the other  
day? A. Yes, sir.

Q. Was she married at that time? A. Yes, sir.

Q. Therefore, she was not contributing to your mother's support?  
A. No, sir.

Q. Nor were you? A. No, sir.

Q. Do you know whether or not, as a matter of fact, taxes had  
accumulated on that 1st Street property? A. We know that we had  
not paid them.

Q. Now, in signing the deed, do you remember Mr. Slater turn-  
ing to either one of your brothers? A. Yes, sir.

Q. Which one did he turn to? A. He turned to Thomas.

Q. That is the next one? A. No, he is the eldest brother.

Q. What did he say to him? A. He said, "Thomas, when you  
come of age I will want you to sign again." He said words to that  
effect. I cannot remember the exact words. He said it would be  
all right.

Q. Thomas is the only one he spoke to at the time? A. Yes,  
sir.

132 Q. Had anything been said by any of you about his age to  
Mr. Slater? A. No, sir.

Q. How did Mr. Slater know that Thomas was under the age of  
21 years, if he did know that? A. If he knew anything at all he  
knew they were minors.

Q. How did he find that out, unless you told him? A. I could  
not tell you how he found it out.

Q. As a matter of fact he was not told by you, or your mother?  
A. I could not tell—my mother might have told him—I could not  
tell you that.

Q. When did your mother make these improvements? A. She  
made them after my father died. I could not tell just the year. It  
was some time after he died. I could tell you if I found the bills.

Q. Your father died in 1893? A. Yes.

Q. And it was sometime after his death that your mother made  
these improvements? A. Yes, sir.

Q. When you signed this paper at Mr. Slater's office you say  
you asked him to let you read it? A. Yes, sir. I said, "Mama, we  
are going into this thing awfully funny." I said, "I don't know  
what we are signing." Mr. Slater said it was only a formal matter.

Q. Did you have the paper in your hand? A. No, didn't have  
the paper.

133 Q. Did you have the paper under your hand? A. Mr.  
Slater held the paper.

Q. He didn't let you get your hands on it? A. Yes, sir.

Q. You are positive of that? A. I am very positive.

Q. And after each one of you signed he would hand it to the other? A. The paper was not lifted off the desk.

Q. He kept his hand on it? A. He simply showed each time how to sign.

Q. While Mr. Slater had this deed in his possession, and at his office on Louisiana avenue, and was offering it to each of you for your signatures, did he discuss the terms of the sale then? A. I don't understand your question.

Q. While he was getting your signatures to the deed, did he say that he was going to give \$200. for the property? A. No, sir.

Q. Nothing was said at all then about the terms of the sale? A. No, sir.

Q. Do you remember this old gentleman who was there saying anything—did he say anything to you about the deed—ask you whether or not you acknowledged it? A. I cannot remember—I remember Mr. Slater was jollyng all along—kept up a right good flow of talk.

Q. Could this man have said to you: "Do you acknowledge  
134 this paper as and for your act and deed?" without your remembering it? A. It seems that it might have impressed itself on my mind, but I cannot remember.

Q. Would you care to state now that he did not make such a statement to you? A. No, because I don't know whether it would be right or wrong.

Q. You don't remember that? A. No, I cannot remember back that far.

Q. What did you consider that Mr. Slater meant was a matter of form when he told you that the signing of that paper was a matter of form? A. That it was all right—simply knew what he was doing. I simply thought that mother had a right for the sale if she wished to, and that he knew that it was right. I thought that he should have let us read the thing—I did think that.

Q. You knew at the time that your mother was selling the property, did you? A. Yes, sir.

#### Redirect examination.

By Mr. EDWARDS:

Q. Mrs. Mullen, did you get any part of that money that was paid to your mother? A. No, sir.

Q. Mr. MITCHELL: I object to the question as not proper re-direct examination—it should have been asked in chief. I move that the question and answer be stricken out.

135 & 136 Q. Mrs. Mullen, I hand you a paper signed by the children of Mrs. Rudderforth filed of record, and ask if that is your signature? A. Yes, sir.

Q. Do you know whether or not those are the signatures of your other brothers, and sisters? A. Yes, those are their signatures.

Mr. EDWARDS: This paper, I believe, has already been offered in evidence.

\* \* \* \* \*

MARY GRACE MULLEN.

Subscribed and sworn to before me this 25 day of September, A. D., 1903.

WILLIAM H. SHIPLEY,  
*Examiner in Chancery.*

\* \* \* \* \*

137 Met pursuant to adjournment, at the same place as above on the date indicated, to continue the taking of testimony on behalf of the complainants.

(Present: Same parties as before.)

Whereupon SUSAN A. WILKINSON, a witness of competent age, called for and on behalf of the complainants, being one of the complainants, having been first duly sworn according to law, was examined and testified as follows:

Direct examination.

By Mr. EDWARDS:

Q. Please state your full name? A. Mrs. Susan A. Wilkinson.

Q. Mrs. Wilkinson, where do you reside? A. No. 107 4½ street, southwest.

Q. Were you acquainted with the late Mrs. Emma F. Rudderforth? A. I was.

Q. Are you acquainted with all of her children? A. I am.

Q. Please state the names of those children who are living? A. Grace, Fannie, Daisy, Tommy, and Frank.

Q. How long had you known the late Mrs. Emma F. Rudderforth? A. All my life.

138 Q. Do you know who raised her? A. Mr. Mockabee—she was with her grand-mother at first when Mrs. Mockabee taken her under the name of Smithson.

Q. How did she get the name of Smithson? A. Her mother died in child-birth, and her grand-mother Smithson taken her, and then Mr. Mockabee adopted her from her grand-mother.

Q. Did you know the Mockabees? A. No, I was not acquainted with them, but my mother was.

Q. Have you ever visited the house where Mrs. Rudderforth lived on 1st street, northeast? A. Yes, sir, many a time.

Q. Do you know how she got that house?

\* \* \* \* \*

A. Well, it was left to her by Mr. Mockabee when he died.

\* \* \* \* \*

Q. Do you know by what name she was known in the Mockabee family? A. Well, she must have been known by the name of Smithson in it, but her right name was Powell.

Q. Do you know by what name Mr. Mockabee gave her this property? A. Well, that I could not say.

139 Q. You have never seen the will? A. No, sir, I never saw the will.

Q. Do you know when she took possession of this house—give us an idea? A. You mean, before she was married, or after she was married when she taken possession of it.

Q. Well, the first time she took possession of it? A. Well, I know she had it under rent, and sometime after she was married she taken possession of it.

Q. And resided there? A. And resided there.

Q. Do you know how long she kept it after she was married? A. Well, she lived there sometime, and then she moved after the death of her husband.

Q. Do you know how she lost the property?

\* \* \* \* \*

A. Well, I told you she was financially embarrassed and that is the reason that she sold it for the little mite she got for it.

Q. Do you know about the time that that occurred? A. Well, I remember when she got the money—yes, I do remember that. I guess she got it about five years ago—somewhere along there, I think it is four or five years ago, to my knowledge; I cannot say—it is about that long I know.

Q. Do you know the ages of the children—Mrs. Rudderforth's children? A. Yes.

140 & 141 Q. State their ages if you know? A. Grace is 29 years old, and Fannie is 28 years old; Daisy is 26 years old, and Thomas is 23 years old; Frank is 21 years old.

Q. Now, does that refer to their present ages, or to their next birth-days? A. Well, I think Frank is 21 years old in May.

Q. May—this month? A. Yes, this month.

Q. Then, your answer in which you give their ages, refers to their next birth-day? A. (No answer).

\* \* \* \* \*

Q. Was Mrs. Rudderforth a widow when she disposed of the property? A. Yes, sir.

Q. Do you know what her means of support were? A. I think I do.

Q. What was her means of support? A. Well, after her husband died her girls used to work in stores, and that was her support; and of course the girls got married, and she had nothing to go on, and had to dispose of her house.

\* \* \* \* \*

142 Re-direct examination.

By Mr. EDWARDS:

Q. Do you mind giving your age? A. I will be fifty years old my next birth-day.

Q. Do you know Mrs. Rudderforth's age—the late Mrs. Rudderforth? A. Mrs. Rudderforth at the time she died, I think it was—she was somewhere near the same age as I was.

MRS. SUSAN A. WILKINSON.

Subscribed and sworn to before me this 25 day of September, A. D. 1903.

WILLIAM H. SHIPLEY,  
*Examiner in Chancery.*

Thereupon THOMAS H. RUDDERFORTH, a witness of competent age, called for and on behalf of the complainants, being one  
143 of the complainants, having been first duly sworn according to law, was examined and testified as follows:

Direct examination.

By Mr. EDWARDS:

Q. Please state your full name? A. Thomas H. Rudderforth.

Q. Mr. Rudderforth, are you one of the children of the late Emma F. Rudderforth? A. I am.

Q. What is your age now? A. My age coming will be 23 years old.

Q. When will you be 23 years old? A. The 18th day of this May.

Q. Do you know John G. Slater who is now in this room? A. Yes, sir. I have seen him before this, yes, sir. There is the party. (Indicating.)

Q. When did you first see him? A. The first time I saw him was up at his office on Louisiana avenue.

Q. What did you go there for? A. I think it was to sign some kind of paper.

Q. What did you go there for? A. To sign some kind of paper.

Q. Did you sign the paper? A. I signed the paper, yes, sir.

Q. What did you understand it was? A. Well, I could not tell you.

144 Q. Was there any explanation made as to what the paper was? A. No explanation at all made to me, sir.

Q. Was any request made by you or your sisters for an explanation of the paper? A. It was.

Mr. MITCHELL: I object to the leading character of the cross-examination.

Q. Who made that request? A. One of my sisters did, Mrs.

Mullen, if I am not mistaken. She was my oldest sister, and Mr. Slater said it was only a matter of form.

Q. What was your age at that time? A. I was 18 years old.

Q. At that time did Mr. Slater know of your being under age? A. He ought to have known if he did not—he knew I was a minor at the time; also he knew that my younger brother was.

Q. What, if anything was said about your being under age? A. Why, Mr. Slater asked me when I signed this paper that when I come of age would I sign it again after I became 21 years of age; I told him that if everything turned out all right I would. If not I would not.

Q. Do you know Malcolm Hufty? A. No, I do not.

Q. Do you know that you made a deed to him? A. No, sir, I did not.

Q. Do you know what money was paid on account of signing that deed? A. I think it was supposed to be \$200., and \$50. was to go to Mr. Skidmore, if I am not mistaken, and \$150. I think my mother received—something like that.

Q. Did you get any of the money? A. No, sir.

Q. Do you know what your mother did with it? A. I could not tell you, sir.

Q. Did she pay it out? A. She paid little bills with it, I think.

Q. Where was your mother living at the time the transaction took place? A. At 815 First street, northeast.

Q. Did she vacate that property afterwards?

\* \* \* \* \*

A. Yes, sir.

Q. Were you living at home at the time? A. I was.

Q. How long had your mother been living there? A. Been living there ever since I have known anything.

Q. Were you born there? A. Yes, sir, I was born there. I could not tell how many years she lived there before that. I guess she lived there sometime before that.

Q. Was your mother a widow at the time she signed this deed? A. She was.

Q. What was her means of support at that time, Mr. Rudderforth? A. My sister, my brother and myself supported her; I was working then for \$3. a week, and I got raised to \$4. since I left there. Mrs. Mullen was married, and my other sister, and they did not give anything to my mother's support.

Q. Did you know what interest you had in that property at the time you made that deed to Malcolm Hufty at the request of Mr. John G. Slater? A. No, sir, I did not.

Q. Did you or your mother consult counsel in the matter before you signed that deed?

\* \* \* \* \*

A. Not to my knowledge she did not do so.

Q. Did you? A. No, sir, I did not.

Q. Mr. Rudderforth, do you know what that property rents for?  
A. It was rented for \$10.30 a month when we vacated it, but now it rents for \$8.30, and it will be \$6. soon I guess. Of course he has to keep them things down you know.

Cross-examination.

By Mr. MITCHELL:

\* \* \* \* \*

147 Q. Who did you inquire of to ascertain when the rent was down to \$8.30? A. I don't know who the woman is; she is living there now.

Q. When were you born? A. Where was I born?

Q. Where were you born? A. At No. 815 1st street, northwest.

Q. When? A. In 1880.

148 Q. How do you know that? A. I guess I have education enough to know it.

Q. I understand you are educated—what evidence have you to show that you were born in 1880? A. My mother said so.

Q. Anything else? A. My brother's christening papers.

Q. How would your brother's christening papers show your age?  
A. Because there are only two years between us?

Q. And your mother said so? A. Yes, and the papers: that is the way I tell. I could not take any better evidence than what my mother says; I believe what she says is gospel—what your mother tells you.

Q. I believe that too, my friend.

Q. How did you come to go to Mr. Slater's office? A. As well as I can understand, Mr. Skidmore had a bill against my mother, and Mr. Slater comes to my mother and tells us he will offer her the price of \$200., and he will settle with Mr. Skidmore, and he said that my mother would lose the property, or had to lose the property anyway, and that she had better take that than nothing and lose the house, and then we went to Mr. Slater's office; we went down with her and we signed the paper. I went down with her and signed the paper. I did not know what paper it was that we were signing; Mr. Slater was present at that time, and my sister wanted to read it and Mr. Slater said it was only a matter of form.

Q. Do you remember Mr. Soran? A. I do not.

149 Q. Do you remember any other persons besides Mr. Slater having been in that room? A. And his son.

Q. Any others besides Mr. Slater and his son? A. They are the only two I can remember.

Q. Did anybody at all say anything to you about signing that paper? A. Mr. Slater asked me if I would sign the paper after I come 21 years of age.

Q. I mean the paper you signed there? Did any person say anything to you about acknowledging the paper to be your act and deed? A. No, sir.

Q. You are positive about that? A. Yes, sir.

Q. You say one of your sisters asked to read the paper? A. Yes, sir.

Q. Which one was that? A. Mrs. Mullen.

Q. And you say she was not allowed to read it? A. She was not allowed to read it. Mr. Slater said it was only a matter of form.

Q. She did not read the paper? A. No, I do not think she did.

Q. When the money was paid over to your mother, were you present? A. I don't think I was, no, sir.

Q. Now, Mr. Slater you say, knew that you were under the  
150 age of 21 years. How did he know that? A. He asked me.

Q. Did he ask your brother too if he was under the age of 21 years? A. Yes, sir.

Q. You told him you were? A. Yes, sir.

Q. And you told him that when you became 21 years of age you would sign the other paper if everything turned out all right? A. Yes, sir.

\* \* \* \* \*

Q. How long have you known of this interest which you think you have in it? A. Since it was taken up.

Q. How long was that ago? A. In 1900.

Q. That was right after you signed the paper? A. A couple of years after it.

Q. What year did you become 21 years of age? A. In 1901.

Q. May 18th 1901? A. I think I did.

Q. And did Mr. Edwards advise you at this time? A. My mother taken this case up twice.

151 Q. Before she died? A. Yes sir.

Q. When did your mother die? A. February 15th 1902.

Q. How long before your mother's death did she take it up? A. I could not tell you that.

Q. And your mother had taken it up before you had become of age, before you became 21 years of age. Didn't she consult Mr. Edwards about it? A. I think I was 21 if I am not mistaken.

Q. You have known of it ever since you were 21 years of age? A. I think I have.

Q. Have you ever made Mr. John G. Slater a tender of any proportionate part of the purchase price of the property? A. No, sir.

Redirect examination.

By Mr. EDWARDS.

Q. Mr. Rudderforth, did you know what interest you had in the property at the time you signed it? A. No, sir, I did not.

Q. If you had known would you have signed the deed? A. No, sir, I would not. I would have had a little more sense if I knew it. The first I knew it was when you showed me not long ago.

THOS. H. RUDDERFORTH.

152      Subscribed and sworn to before me this 25 day of September, A. D., 1903.

WILLIAM H. SHIPLEY,  
*Examiner in Chancery.*

Thereupon JOHN G. SLATER, a witness of competent age, called for and on behalf of the complainants, being first duly sworn according to law, was examined and testified as follows:

Direct examination.

By Mr. EDWARDS:

Q. Your name is John G. Slater? A. Yes, sir.

Mr. EDWARDS: Counsel for complainants states that the bill filed in this case calls for discovery from Mr. Slater and his wife, of certain things. Their answers do not give the discovery asked—for that reason I have had Mr. John G. Slater sworn as a witness.

Mr. MITCHELL: I object to any testimony on the part of Mr. Slater in this case, as he is clearly an incompetent witness, except in so far as he is called to verify the cause of action after the complainants have rested their case.

I shall further direct Mr. Slater, notwithstanding the reference to the prayer for discovery, not to answer any questions propounded to him by counsel for the complainants.

By Mr. EDWARDS:

Q. Mr. Slater, do you stand on the advice of your counsel?  
153 Do you decline to answer the question I have just asked you? A. I will have to abide by the instructions of my counsel of course.

Q. Mr. Slater, do you know how much rent you or your wife have received for that property since May, 1898? A. (No answer.)

Q. Paragraph No. 11 reads:

"Complainants claim that they are entitled to an accounting of said rents, and ask that the defendants set forth in their answers a correct statement of all rents received by them since the 28th day of May, 1898, to date, and also a statement of all necessary repairs actually made and paid for by them, and any and all proper sums expended by them, or either of them, in the acquisition and protection of said property."

What is your answer to that question, Mr. Slater?

Mr. MITCHELL: Mr. Slater, we will go.

Mr. EDWARDS: The examiner will please note that at this question, counsel for defendants, and Mr. Slater the witness now on the stand, withdraws from the room without giving an opportunity for me to propound further questions.

NOTE.—Adjourned subject to notice.

JOHN G. SLATER,  
*By Examiner.*  
WILLIAM H. SHIPLEY,  
*Examiner in Chancery.*

154 WASHINGTON, D. C., *May 20th*, 1903—at 3 o'clock p. m.

Met, pursuant to notice, at the office of W. Walton Edwards, Esq., Equity building, No. 319 John Marshall place, on the date above indicated to continue the taking of testimony on behalf of the complainants in the above entitled cause.

Present: W. Walton Edwards, Esq., counsel for the complainants.

Edward S. Mitchell, Esq., of counsel for the defendants, Mattie R. Slater, and John G. Slater.

(No appearance on behalf of the other defendants.)

Whereupon MALCOLM HUFTY, a witness of competent age, called for and on behalf of the complainants, being first duly sworn according to law, was examined and testified as follows:

Direct examination

By Mr. EDWARDS:

Q. Please state your full name? A. Malcolm Hufty.

Q. Mr. Hufty, please state your business? A. Attorney at law.

155 Q. What is your address? A. Columbian building—I live at the Dupont flats.

Q. Do you know the parties who are named as complainants in this case? A. No, sir. I only know them from the names in the bill of complaint.

Q. Do you know the defendants, John G. Slater and Mrs. Mattie R. Slater? A. I know John G. Slater.

Q. Do you know Mrs. Mattie R. Slater? A. I don't believe I ever met Mrs. Slater to speak to—I believe I met here once; I have seen her a great many times.

Q. Did you ever have any money transactions with her? A. No, sir.

Q. You never loaned her any money? A. Not Mrs. Slater, no I did not.

Q. Mr. Hufty did you ever loan Mr. John G. Slater any money? A. Mr. John G. Slater I have loaned money to many a time.

Q. Now, in reference to a piece of property located in square 815 described as part of lot 3—do you remember whether or not you loaned Mr. John G. Slater any money with which to purchase that piece of property? A. I cannot say that I do remember it—I might have, but I don't remember anything about it at all now—it has been quite a long while ago, and I do not remember.

156 Q. Do you remember whether you loaned him any money on or about April or May, 1898? A. You telephoned me, and asked me whether or not I loaned him any money on or about the 28th, and I looked it up.

Q. Did you loan him any money on or about that date? A. I

loaned Mr. Slater on the 2nd of June, 1898, \$140., but nothing of any consequence in May 1898.

Q. You say you loaned Mr. Slater money on the 2nd of June, 1898? A. Yes, sir.

Q. Did you take any security for that loan, Mr. Hufty? A. I don't remember now whether I did or not, but I have since talked with Mr. Slater—I don't know whether you want to hear this or not.

Q. I ask you to divulge it if it is not a matter you wish to withhold? A. I don't want to withhold it—Mr. Slater has since refreshed my memory about it.

Q. Go on and state what you wish to? A. I remember that I signed a deed for a piece of property some few years ago—in fact I think I filed a declaration in reference to that, or somebody else filed a declaration in reference to the transaction, and since that time I talked to Mr. Slater about it twice since this case has been pending, and it might be that it was to secure a loan—I am not going to testify to that one way or the other—I don't remember that well enough to testify to it.

157 Q. You speak about filing a declaration? A. Yes, sir.

Q. Have you that declaration? A. It is a matter of record.

Q. Can you give the date of that declaration? A. No, sir, I cannot do that. I don't remember that. As to the exact facts, why that property was put in my name, it might have been, and very likely was, for the purpose of securing a debt—I have so many things to think of that I have forgotten about that.

Q. Did you file that declaration soon after you had noticed the filing of the other declaration?

Mr. MITCHELL: I object to the question.

A. Yes.

Q. Yes? A. Well, after I looked at the one you filed, or the one somebody else filed, as it intimated that I had defrauded somebody out of property, and I did not like the declarations in it, I felt that I should protect myself, and I filed the declaration.

Q. Did you file any other declaration except that? A. No, sir.

Mr. EDWARDS: I wish to state that I will furnish a copy of the declaration and file it in the case with this testimony, and reference is now made to the records in the office of the recorder of deeds for that purpose.

Q. Mr. Hufty, do you know Mr. J. G. Skidmore? A. No, sir, I do not.

158 Q. Did you ever purchase a judgment from him? A. No, sir, I never heard of him. What does he do?

Q. At one time he was a green grocery merchant? A. I don't think I did—if I ever did I don't remember anything about it. Now, I think I am safe in saying that I never did—I don't believe I ever purchased a judgment in my life—I did not that I know of.

Q. I hand you what purports to be an assigned judgment Mr.

Hufty, to you, and ask you if you paid any money on account of that assignment? A. The assignment seems to be in my hand-writing—I recognize it now—I wrote that assignment myself.

Q. Did you furnish the money to pay for that judgment? A. I don't know whether I did or did not. When I say I don't know whether I did or did not, I mean I don't remember.

Q. If you did, how much did you pay? A. I could not tell you to save my life—all I can say is, after having seen that assignment, that it is in my hand-writing. Now, you have got me thinking—I might have had more to do with this transaction that I thought I had as far as furnishing money is concerned—there must have been some reason why I should make the assignment of that judgment—it might have been for the very purpose of securing money I loaned Mr. Slater—I must have had some reason for making that assignment.

\* \* \* \* \*

159 Q. When you have time, I wish you would refer to your books and papers and state if you paid any money on this account on or about the time it bears date, May 2nd, 1898? A. If it was paid in cash I could not tell you—I can find it if it was paid by check.

Q. During the time you held title to this lot under this deed, did you receive any rent therefor? A. No, I did not.

Cross-examination:

Mr. MITCHELL: I do not desire to ask any questions.

MALCOLM HUFTY.

Subscribed and sworn to before me this 25 day of Sept., 1903.

160 Thereupon SAMUEL T. KALBFUS, a witness of competent age, called for and on behalf of the complainants, being first duly sworn according to law, was examined and testified as follows:

Direct examination.

By Mr. EDWARDS:

Q. What is your business? A. I am assistant assessor of the District of Columbia.

Q. You have access to the assessment records? A. Yes, sir.

Q. Now, in regard to part of lot 3 in square 717—what do your records show as to the status of taxes of that lot? A. The south 15 feet and back ground on 1st street containing 967 square feet—that is the property you want to know about.

Q. What is the status of the taxes upon that property, and in whose name is it borne on the books of your office? A. The memorandum that I have here shows that it is assessed in the name of

William Mockabee in the year 1880, to 1894, and the taxes are due for those years.

Q. Now, the subsequent years—just read the record? A. Due for 1900.

Q. Beginning in 1895, and state the status of that? A. I don't know that I know the status of 1895—it might have been  
161 sold and redeemed. I don't know about that year. Yes, the taxes in 1895, were sold to John G. Slater for \$9.41; a deed was granted to Marshall M. Gilliam May 20th, 1898, under that sale—on our books it shows the date to be May 20th, 1898. The next reference I have here is for the year 1897, and it was sold to Robert Y. Slater for \$7.19 on April 8th, 1898.

Q. That is, for taxes of 1897? A. Yes, sir, that is outstanding as far as I know.

Q. Now, in regard to that sale, would the Commissioners issue a deed upon that certificate without payment of taxes?

\* \* \* \* \*

A. Why, our office will not certify to the attorney for granting a deed upon a certificate for which the back taxes is in default on April 1898, or since 1898.

Q. Now, what is the status of the taxes for the tax year 1896? A. Well, I am very sorry I cannot state—it was probably sold and redeemed.

Mr. MITCHELL: Don't state probabilities.

Q. I will ask you then to fill in your answer to that question when you sign your deposition, and in the meantime you can consult the records.

162 Q. Now, what is the status of the taxes for the year, 1898?

A. Well, that is about the same case; I have no record of it.

Q. Please answer that question by filling in the answer when you sign your deposition?

Q. Have you any record as to whom the property is now assessed?

A. According to 1902, the books show that it is assessed in Marshall M. Gilliam's name.

\* \* \* \* \*

SAMUEL T. KALBFUS.

Subscribed and sworn to before me this 25 day of Sept., A. D., 1903.

WILLIAM H. SHIPLEY,  
*Examiner in Chancery.*

163 Thereupon R. H. T. LEIPOLD, a witness of competent age, called for and on behalf of the complainants, being first duly sworn according to law, was examined and testified as follows:

Direct examination.

By Mr. EDWARDS:

Q. Please state your name? A. R. H. T. Leipold.

Q. What is your business—place of business also? A. I am in the real estate business at No. 1300 F. St. northwest, this city.

Q. Do you know Mr. John G. Slater and his wife? A. I do; I have met Mrs. Slater.

Q. Have you ever had any business dealings with them in your capacity as real estate agents? If so, state during what time you have had such? A. Well, I have had more or less business with Mr. John G. Slater, I presume for about 18 years—I cannot tell exactly.

Q. You received a *subpoena duces tecum*, in this case, did you not? A. I did.

Q. And that subpoena asked you to bring your record as to receipts and disbursements as to a certain piece of property—have you that information with you? A. I have the information, yes, sir.

Q. Where is that property situated? A. No. 815 First street, northeast.

Q. Did you take charge of it? A. Yes, sir.

164 Q. When did you take charge of it? Also state at whose request you took charge of it? A. I took charge of it about July 23rd, 1898, at Mr. Slater's request.

Q. Well, did you succeed in getting tenants for that property, and in collecting rent for it? A. I did, for most of that time.

Q. You may state when you rented the property, and at what price? A. I rented the property from July 25th, 1898, at \$8. a month.

Q. Have you the name of the tenant? A. I have not the name of that tenant.

Q. Well, how long did that tenancy continue at that rate—that is to say, how long a period of time did you receive that \$8. per month rent? A. Under Mr. Slater's first request I received three months' rent amounting to \$24.00 beginning July 1898. Beginning from July 25th, 1898, to October 25th, 1898, I received \$24.—that is at the rate of \$8. a month. I also received \$1.80 being justice of the peace's fees, returned by the tenant. Then there was a vacancy in the property.

Q. For how long? A. From that time until December 5th, 1898. I then received two months' rent amounting to \$16. From that time I received three months' rent at the rate of \$8.30, the thirty cents being for water rent.

Q. How much at that rate did you receive? A. I say three months.

By Mr. MITCHELL:

165 Q. From what date? A. From February the 5th to May the 5th.

Q. 1899 that would be? A. To 1899—I might say to 1899, making in all \$66.70 under the first request of Mr. Slater, and I want to add that the property at that time was carried on my books as the Rothert—Slater property.

By Mr. EDWARDS:

Q. To whom did you account for that rent?

The WITNESS: You want me to tell?

Q. Yes, just tell us in the way that best suits you? A. During that time I expended, including the commissions \$11.63, leaving \$55.07 to be accounted for, for which I accounted to Mr. Slater by check for \$47.47, and to Mrs. Slater for \$7.60. Do you want me to go right on?

Q. Yes—go right on? A. I then received notice to transfer the account of this property to the account of Mrs. Slater.

Q. When was that, sir? A. That was on or about May 10th 1899, and I collected one month's rent to June 5th, 1899, amounting to \$8.30, and withheld forty cents of that amount, accounting to Mrs. Slater for \$7.90. I then received directions to transfer that property to the account of Mr. Carter T. Bride.

Mr. MITCHELL: When was that, sir.

A. That was on or about June 13th, 1899. While the property was carried in Mr. Bride's account, I collected rents from June 5th, 1899, to October 18th, 1901, amounting to \$224.10, and \$1.80 justice of the peace fee returned, and I expended, including com-  
166 missions, \$23.30, leaving \$202.60, which I accounted to Mr. Bride by check. I then received directions to transfer the property to Mrs. Slater again.

Mr. EDWARDS:

Q. What day was that? A. It was on or about October 29th, 1901, and I collected from October 18th, 1901, to April 21st, 1903, \$140.80, and expended for commissions \$6.80, leaving \$134.00 for which I accounted to Mrs. Slater by check.

Q. Now, Mr. Leipold, during that time, what repairs did you pay for, or do you have any knowledge of having made any? A. I think the only repairs I paid for during all that time was \$2.

Q. What was that paid out for? A. I could not tell you. I also allowed to one of the tenants \$4.15 for repairs that they made and paid for. I also paid the water rent. That is all in the expenses that I gave.

Q. Was not the water rent included within the \$8.30 per month? A. Oh, yes, the water rent came back that way, but I paid it, you understand. Whenever any repairs were necessary on this property

I reported the matter to either Mr. Slater, Mrs. Slater, or Mr. Bride, and they attended to whatever repairs were necessary.

Q. Do you know whether either of those two parties made any repairs, or had any repairs made? A. I judge they did from the fact that the tenants after complaining seemed to be satisfied.

167 Q. Do you know what the nature of these repairs requested by the tenants were? A. There were a good many repairs requested—I could not tell you all about it. The house was in pretty poor condition almost all the time I had anything to do with it.

Q. When did you see the house last? A. I don't believe I ever saw it.

Q. Do you know what its condition is now? A. It is in about as disreputable condition from what my clerks (and tenants) who have seen it say, as it can be. In fact the tenant who is now there refuses positively to pay the rent due on this account.

Q. Now can you give me the names of any of the tenants who occupied that house during the time you had control over it? A. I can remember two of the tenants. One is Edward H. Coatney, the other one is in there now. His name is John Penone, and, by the way, he has only paid one month's rent of \$8. That is included in the amount I have given you.

Mr. MITCHELL: He is now in default of rent?

The WITNESS: Yes.

Mr. MITCHELL: I have no cross-examination.

R. H. LEIPOLD.

Subscribed and sworn to before me this 20 day of September, A. D. 1903.

WILLIAM H. SHIPLEY,  
*Examiner in Chancery.*

168 NOTE.—At request of counsel for complainant—I certify that the witness fee of \$1.25 was paid to this witness.

WILLIAM H. SHIPLEY,  
*Examiner in Chancery.*

Thereupon HAROLD E. DOYLE, a witness of competent age, called for and on behalf of the complainants being first duly sworn according to law, was examined and testified as follows:

Direct examination.

By Mr. EDWARDS:

Q. Please state your full name? A. Harold E. Doyle.

Q. What is your business, Mr. Doyle? A. I am in the real estate business.

Q. Where is your office? A. No. 1414 F street, northwest.

10—1493A

Q. Are you connected with the firm of Fisher & Co.? A. I am.

Q. Mr. Doyle, have you, in your business as a real estate agent, come, or has any knowledge come to you, about the property located at No. 815 First street, northeast? A. Fisher & Company represent the B. & O. Railroad Company as purchasers there.

Mr. MITCHELL: I object to any testimony from Mr. Doyle,  
169 it appearing that he is being offered as an expert, unless his capacity as such expert witness, is first shown.

Q. Mr. Doyle, I will ask you how long you have been in the real estate business? A. About twelve years, sir.

Q. You spoke of Fisher & Company being agents for the purchase of that property for the B. & O. railroad? A. Yes, sir, for the Washington Terminal Company.

Q. That property is property which is within the space to be taken for the new depot building? A. Yes, sir.

Q. What price has your company offered for this property?

Mr. MITCHELL: I object to the question on the ground that the price offered by the B. & O. Railroad Company is not a proper test for the determining the value of real estate, it not appearing in evidence that an offer was made directly by the witness.

A. The offer was \$2900., less the usual 3% commission for the sale.

Q. Who is, so far as you know, the owner? A. Mrs. Slater.

Q. And she agrees to sell the property at that price? A. Yes, over her signature.

Q. Has she received a deposit? A. She has.

Q. What is the status of the deal at this time? A. It is in  
170 the hands of the title company for report. I don't think we have that report yet. I am not in charge of the closing of the deal.

Cross-examination.

By Mr. MITCHELL:

Q. I understand, Mr. Doyle, that this offer was made recently?  
A. Yes, sir.

Q. How recently? A. April the 9th the receipt is dated.

Q. April the 9th, 1903? A. Yes, sir.

Mr. EDWARDS: You received a summons to appear here?

A. Yes, sir.

Mr. MITCHELL: I want to state that at the time of my objection I understood that Mr. Doyle was offered as an expert, but from the testimony as given by him, I understand he is not, and desire to withdraw any objection made to his testimony, as it is clearly competent as showing what the present value of the property is.

Mr. MITCHELL: I want to ask Mr. Doyle one further question—

you say you have been engaged in the real estate business here for how many years?

A. Twelve years.

Q. For twelve years? A. About twelve years.

171 Q. During that time you have been familiar with values in the northeastern section of the city? A. Not all of that time—I have been for about three years.

Q. You are familiar with values in the vicinity of this property in controversy, are you? A. Yes.

Q. Because of your experience you are familiar with values in this locality? A. Yes, I have quite a little idea of values there.

Q. What would you say as to the value of a piece of property containing 867 square feet in the year 1898 located on 1st street where the property in suit is said to be located, which property was improved by an old frame house prior to the time it was to be acquired for the purposes of a railroad, and, how much, if at all, has the plan of the railroad enhanced the value of that property?

Mr. EDWARDS: I object to the question as not in any sense cross-examination. I further object to the question as stating, or attempting to state, facts which the record does not bear out—there is no evidence to show the facts are as stated.

Q. Repeat the question to the witness.

Q. (Question repeated.) —. I should think a fair value in 1898 is about \$1500. as an outside price, based on the rent.

HAROLD E. DOYLE.

Subscribed and sworn to before me this 12 day of October, A. D., 1903.

WILLIAM H. SHIPLEY,  
*Examiner in Chancery.*

\* \* \* \* \*

172 WASHINGTON, D. C., June 6th, 1903—Saturday, 4 p. m.

\* \* \* \* \*

173 Whereupon MALCOLM HUFTY, a witness of competent age, called for and on behalf of the complainants, having been first duly sworn according to law, was examined and testified as follows:

Direct examination.

By Mr. EDWARDS:

Q. Please state your full name? A. Malcolm Hufty.

Q. You testified before in this case? A. I did.

Q. You spoke in your examination before of having loaned Mr. John G. Slater \$140., or about that much? A. Yes, sir.

Q. Did you loan that amount by check, or in cash?

\* \* \* \* \*

174 A. I think that was paid by check.

Q. You say you think that was paid by check—have you that check? A. I think it was paid by check.

Q. Do you know when that loan was repaid to you—do you know when Mr. Slater returned that loan to you? A. That I cannot tell.

\* \* \* \* \*

Q. Did you take a note from Mr. Slater at the time you loaned him that money?

\* \* \* \* \*

A. No, I never used to take any acknowledgment of any kind from him. Sometimes he would give me his check to hold, and I would keep it in my safe probably two or three weeks, until he would tell me it was all right to use it—then again I would let him have the money in cash.

Q. Where was your office in 1898? A. I was in the Gunton building, this city, on Louisiana avenue.

Q. You were then on friendly terms with Mr. John G. Slater?

A. Yes, sir.

175 Q. And your friendly relations with him have continued?

A. Yes, sir.

Q. In regard to the assignment of that judgment—did you find that you made any loan to Mr. Slater, or to any person for him, about that time, May 2nd, 1898? A. My recollection is that Mr. Slater received my check about that time. I had the memorandum of the check at the last session for the taking of testimony, or when I last testified in this case. I can produce the canceled check.

Q. The testimony, I believe, shows that you made that loan of \$140. about June 2nd. This assigned judgment bears date May 2nd. My question is whether you made any loan, or advanced any money, to Mr. Slater on that date, or to any person, in connection with that judgment. A. I will get the canceled check and file it in evidence. I remember testifying at the last session, that I did not remember anything about the assignment of the judgment, but, on seeing the assignment in my handwriting, I think that I am safe in saying that that assignment might have been made to me by Mr. Slater, but I have no independent recollection of it at all—that is my recollection when I testified about it at the last session.

Q. You will remember that I tried to engage you in conversation before I summoned you as a witness, and you declined to give me any information on the matter, is that not so?

\* \* \* \* \*

176 A. Yes, I had a conversation with you. You asked me to look up my checks, look the matter up, and see what I

177 found. I did look the matter up, and I made up my mind that, as Mr. Slater was a friend of mine, and as I also knew you, that I was going to be absolutely neutral, and that if you wanted to subpoena me, you could do so, and if Mr. Slater wanted to

subpoena me he could do so, and either side would have to take the chances as to what I knew regarding the matter.

Q. You did talk with Mr. Slater? A. I think Mr. Slater did have some conversation with me about this suit before or after I came on the stand to testify the first time.

Q. Did he refresh your memory about the matter you are testifying? A. I did not refresh my memory; I said I would produce the canceled check, and that will refresh my memory, and if I could see that it would make me know whether Mr. Slater got the amount of that check.

\* \* \* \* \*

178 Q. Do you recognize that paper? (Showing witness declaration.) A. Yes, sir.

Q. You executed this declaration, Mr. Hufty? A. Yes, sir.

Q. It is the paper which you mentioned in your former testimony? A. Yes, sir.

Mr. EDWARDS: I offer that paper in evidence, and ask that it be marked as an exhibit.

NOTE.—Paper referred to put in evidence by counsel for the complainants, and marked Complainants' Exhibit W. H. No. 10.

\* \* \* \* \*

MALCOLM HUFTY.

Subscribed and sworn to before me this 12<sup>th</sup> day of October, A. D. 1903.

WILLIAM H. SHIPLEY,  
*Examiner in Chancery.*

\* \* \* \* \*

179 WASHINGTON, D. C., *June* 15, 1903—Monday, at 4:30 p. m.

Met, pursuant to notice, at the office of W. Walton Edwards, Equity building, No. 319 John Marshall place, on Monday June 15th, 1903, at 4 o'clock p. m., and waited until 4:30 o'clock, for the appearance of the defendants. John G. Slater and Marrie R. Slater, or their counsel, to continue the taking of testimony on behalf of the complainants.

Present: W. Walton Edwards, and Creed M. Fulton, Esqs., counsel for the complainants.

(No appearances on behalf of the other defendants.)

180 Whereupon MARY GRACE MULLEN, a witness of competent age, called for and on behalf of the complainants, being one of the complainants, having been first duly sworn according to law, was examined and testified as follows:

Direct examination.

By Mr. EDWARDS:

Q. Mrs. Mullen, have you recently looked at the house which is in controversy in this case? A. Yes, sir.

Q. Did you observe its condition? A. Yes, sir.

Q. What was its condition when you saw it with respect to the condition that it was in when your mother lived there? A. It is a perfect wreck now—it is now in very bad condition.

Q. What improvements, if any, have been made since—— A. None at all.

Q. Has the house been painted? A. No, sir.

Q. What condition are the rooms in? A. Only one room papered—front room down stairs.

Q. Has that room been papered since your mother left there? A. Well, after my father died the first papering was done there which was after we left, for the tenant.

181 Q. When was that? A. That has been nine years ago?

Q. Was it papered then? A. Yes, sir.

Q. Then, your mother lived there afterwards? A. Yes.

Q. She lived there after the house was papered? A. Yes, sir. I am sure that that was papered before Mr. Slater took it.

Q. Then, since the time that your mother vacated the house, after making that deal with Slater, there has been no paper put on any of the rooms? A. No, sir.

Q. Are you sure of that? A. I think I am perfectly sure. I remember when our tenant lived there, we had it papered, and I could not forget the paper, and when I went out there I tore a part of the paper off, and I saw the same paper was there when we left—I could tell by looking underneath.

Q. When did you examine the house last, Mrs. Mullen? A. It has been about a week ago.

Q. Mrs. Mullen, when you signed the deed to Slater, or when that deal was made with Slater, was your mother authorized to act for you in any way? A. No, sir.

Q. Did your mother in any way act as agent for you in that deal? A. No, sir.

182 Q. Did she act as agent for any of the children in that deal or transaction? A. No, sir, she acted for herself alone.

Q. At that time, did you or any of the children know that you had any interest in that property? A. No, sir.

Q. Did you know at that time if you or they had any interest in that property? A. No, sir.

Q. Did you understand that any money was paid to your mother for the benefit of you or any of the children? A. No, sir.

Q. Did you understand that the money your mother received from Mr. Slater, was for your mother's interest alone in that property?

A. Yes, sir.

Q. In regard to the other children—what was their understanding? A. It was the same.

Q. What was that? A. It was the same—they thought that she could sell if she wished to.

Q. Do you know whether or not any letters of guardianship were ever applied for, for you, or your brothers and sisters? A. No, sir, never was.

Q. Was any guardian ever appointed for you, or for any of the children? A. No, sir.

Q. Do you know your mother's name before she was adopted by Mr. Mockabee? A. It was Emma Powell.

183 Q. What name was given her by Mr. Mockabee? A. I don't think she ever went by the name of Emma Mockabee. I think she was called Emma Smithson, because her grand-mother raised her from infancy.

Q. What was the name of her grand-mother? A. Smithson.

Q. When she went to the Mockabee house she was known by the name of Emma Smithson? A. Yes, sir.

Q. How did you know that? A. By hearing my mother say so.

Q. Family history? A. Yes, sir.

Q. Mrs. Mullen, have you been approached by anybody since this suit has been filed in reference to the purchase of your interest in this property? A. Yes, sir.

Q. By whom? A. By Mr. Poulton.

Q. Do you know his full name? A. William E. Poulton.

Q. Do you know whom he represented? A. Well, I surmised it. I thought he represented Mr. John G. Slater.

Q. Why did you think that? A. I surmised it. From the way he talked I thought it.

Q. What did he offer you for the interest? A. \$200. a piece. He offered \$1,000 for all our shares in the property.

184 Q. Did Mr. W. E. Poulton, see any of the other children also? A. Yes, he saw one brother and one sister.

Q. How many times did he call to see you at your house? A. He called 7 or 8 times I guess.

Q. When was he there last? A. It was just before the 30th of May—just before Decoration day.

Q. You refer to the Decoration day just passed? A. Yes, sir, of 1903.

Q. What was his conversation the last time he called? A. Well, he thought we had agreed to do as he wished us to.

Q. He thought you had agreed to accept his offer? A. Yes, sir.

MARY GRACE MULLEN.

Subscribed and sworn to before me this 25th day of September, A. D. 1903.

WILLIAM H. SHIPLEY,  
*Examiner in Chancery.*

185 Thereupon W. WALTON EDWARDS, a witness of competent age, called for and on behalf of the complainants, being first duly sworn, according to law, was examined and testified as follows:—

Direct examination.

By Mr. FULTON:

Q. Please state your full name? A. W. Walton Edwards.

Q. You are a member of the bar of the District of Columbia? A. I am.

Q. How long have you been a member of the bar of the supreme court of the District of Columbia? A. For 11 years.

Q. You may state whether or not you are the same W. Walton Edwards, counsel in equity cause of Rudderforth *et al.* vs. Slater *et al.* No. 23,636. A. I am.

Q. Will you state whether you have at any time during the pendency of this suit, made an examination of the records of the probate court, as well as the records of the equity court supreme court of the District of Columbia for the purpose of determining whether, at any time, there was made any application for letters of guardianship issued for the minor children of Emma F. Rudderforth, and Thomas H. Rudderforth, her husband? A. I have; I also searched the records of all the courts for all information about the Rudderforths.

186 Q. You may state whether or not you found that any letters of guardianship had been issued on the records of either of the courts? A. They have not.

Q. I show you paper certified from the orphans' court state what it is? A. It is the will of William Mockabee which I obtained from the register of wills for the purposes of this suit.

Mr. FULTON: It is here filed and asked to be marked Complainants' Exhibit —.

NOTE.—Paper referred to offered in evidence by counsel for the complainants, and marked W. W. E. 1.

Q. I will ask you whether or not you have made a search of the land records of the District of Columbia, at any time, during the pendency of this suit, or at any other time, touching the title of the real estate involved in this suit? A. I have.

Q. You may state what you found of record? A. I have searched the title to the property involved in this litigation, and find that the taxes are outstanding prior to the year 1895; that the property was sold for the taxes of 1895, and bought by John G. Slater trustee, and

that the deed was issued to Marshal M. Gilliam. The property was again sold for the taxes of 1896, to Robert Y. Slater, but that sale was redeemed. The property was again sold for taxes of 1897, to Robert Y. Slater, which sale has until now been outstanding, but an application to redeem has been allowed. The taxes for 1898 were paid; the property was sold for the taxes of 1899, to Robert Y. Slater, but was redeemed by the complainants in this cause, and I offer the redemption bill in evidence.

NOTE.—Bill referred to offered in evidence and marked Complainants' Exhibit W. W. No. 2.

Q. Anything further you wish to state? A. The property was again sold for the taxes of 1900, to John Ridout, but was redeemed by these complainants, and I offer the redemption bill in evidence.

NOTE.—Paper referred to offered in evidence and marked Complainants' Exhibit W. W. No. 3.

The property was again sold for the taxes of 1901, to Robert Y. Slater, but that tax sale has not matured and the complainants intend to redeem that also for the year 1902, and propose to take care of the subsequent taxes.

I will state that before filing this suit I wrote Mr. Slater two letters under date of June 17th 1901, and Feb'y 20, 1902, copies of which I file in this cause, asking Mr. Slater to call to see me, or write me in reference to adjusting the matter between his wife and the complainants. Mr. Slater never replied to letters, nor called to see me, and has shown no disposition to compromise the matter.

When I get the tax bill for redemption of sale of this property for taxes of 1897, I will file it in the cause with the examiner as an exhibit to this deposition.

NOTE.—Letters marked W. W. Nos. 1 and 2.

W. WALTON EDWARDS.

188 Subscribed and sworn to before me this 25th day of September, A. D., 1903.

WILLIAM H. SHIPLEY,  
*Examiner in Chancery.*

WASHINGTON, D. C., *June 27, 1903, Saturday, at 4 o'clock.*

Met, pursuant to notice, at the residence of John H. O'Donnell, Esq., No. 200 Fourth street, southeast, Washington, District of Columbia, on the date above indicated, and waited until 5 o'clock p. m., when testimony was taken on behalf of the complainants in this cause, as follows:

Present: W. Walton Edwards, Esq., counsel for the complainants, and the examiner. (No appearances on behalf of the defendants.)

Whereupon JOHN H. O'DONNELL, a witness of competent age, called for and on behalf of the complainants, being first duly sworn according to law, was examined and testified as follows:

Direct examination.

By Mr. EDWARDS:

Q. Please state your full name? A. John H. O'Donnell.

Q. Where do you reside? A. No. 200 Fourth street, southeast.  
I resigned my position on account of poor health, and this is  
189 the first time I have been able to sit up for some time. I  
have been very sick recently.

Q. Are you the John H. O'Donnell who was formerly a justice of the peace in the District of Columbia? A. Yes, sir.

Q. Have you your docket which you kept while you were a justice of the peace, covering the year 1898? A. I have—here it is. (Indicating.)

Q. I turn to page 505 and find the entries in a certain suit of J. F. Skidmore vs. Emma Rudderforth, No. 3269, and ask you if those entries in your docket are the correct proceedings in that cause? A. Yes, sir.

Mr. EDWARDS: I request the examiner to make a transcript of this entry in the docket of these proceedings in this cause to be incorporated into the evidence.

NOTE.—At request of counsel for the complainants, the examiner copies into the record the proceedings referred to as follows:

" J. F. SKIDMORE	}	At Law. No. 3269.
vs.		
EMMA RUDDERFORTH.		

Suit in debt, \$53.

*Proceedings.*

April 12, 1898. Suit brought in plea of debt of \$53.00.

" " " Summons issued to J. W. Graham, constable, returnable April 14th, 1898, at 10 o'clock, a. m.

190

April 13, 1898. Constable returned summons as served.

April 14th, 1898. Trial had and judgment given plaintiff for \$53. and \$1.60 costs."

Q. I will ask you if you know of any other proceedings having been taken in that case? A. None that I am aware of.

Q. Have you had notice from any source that the judgment has been paid? A. No, sir; never have.

Q. Have you had notice of any assignment of said judgment? A. I have not.

Q. If any assignment of said judgment had been made and you had had notice thereof, what would have been the practice in such a case? A. I would have entered it on the docket to that effect.

Q. Would your docket have shown the fact? A. It would.

Q. If it had been paid, would your docket show it? A. It ought to—I am positive it never has been though—I am positive it has not been paid.

Q. Have you any record in your docket of any other suit of J. F. Skidmore vs. Emma Rudderforth? A. I have not.

Mr. EDWARDS: The docket referred to is No. 2, covering a period of 1898, which I wish the examiner to note.

NOTE.—I certify that the witness was paid \$1.25 as a 191-203 witness fee by counsel for the complainants in this cause.

JOHN H. O'DONNELL,  
*By Examiner.*

Witness being too ill to sign this deposition the examiner did so.

Subscribed and sworn to before me this 25 day of September, A. D. 1903.

WILLIAM H. SHIPLEY,  
*Examiner in Chancery.*

\* \* \* \* \*

204

EXHIBIT M. H. 3.

*In re Malcolm Hufty, Declarant, in Reply to E. F. Thomas et al.,  
Declarents.*

Whereas, on the 25th day of June, 1901, E. F. Thomas *et al.*, filed a declaration, among the land records of the office of the recorder of deeds of the District of Columbia, reciting, among other things, that one Robert Y. Slater, by certain representations and influences secured a deed from the declarents in said declaration, which was conveyed to Malcolm Hufty, part of lot three (3), in square seven hundred and seventeen (717), which deed is recorded among said land records in Liber 2300, folio 396, and bears date of May 28th, 1898.

And whereas, it appears from said land records that Malcolm Hufty, by deed dated April, 1899, recorded in Liber 2406, folio 194, among said land records, conveyed said lot so deeded to him to Cotter T. Bride.

And whereas, by reason of this aforesaid declaration and the matters therein contained, if unexplained, would tend to connect said Malcolm Hufty with said transaction, this declarant, Malcolm Hufty, says: That he knew nothing whatever of said transaction; does not know and never did know anything whatever of said parties to said alleged deed conveying said property to him; knew

nothing then and still knows nothing except from the information derived from reading said declaration ; has no interest in said property and never did have ; does not know where said property is  
 205 and never has seen the same, and further that said property was put in his name without his knowledge or consent, and further, that if he signed his said deed conveying the said property to Colter T. Bride, he remembers nothing whatever of the same, but if same is his deed, which appears to be dated a year after the deed conveying the said property to him, he must have signed and executed the same upon the bare representations that the title had been put in him a year previous to his said deed and same was signed by him, he knowing that he had no interest whatever in said property.

Personally appeared before me Malcolm Hufty and being first duly sworn deposes and says: That he is the declarant in the above and annexed declaration ; That he has read the matters and things therein contained and that the same are true.

MALCOLM HUFTY.

Subscribed and sworn to before me this 28th day of June, A. D. 1901.

MASON N. RICHARDSON,  
*Notary Public, D. C.*

[SEAL.]

Endorsed : Declaration. Recorder of deeds, Dist. of Col. Jun- 28, 1901.

Received for record. Jun- 28 A. D. 1901 12.40 p. m., and recorded in Liber No. 2557 fol. 432 *et seq.*, one of the land records of the District of Columbia.

H. P. CHEATHAM, *Recorder.*

206

W. W. No. 1.

W. Walton Edwards, Attorney and Counsellor at Law.

FEBRUARY 20, 1902.

John G. Slater, Esq., Gunton building, city.

DEAR SIR: I wrote you a letter June 19 last in regard to an adjustment of the Rudderforth property (815 1st. St. N. E.) which you obtained from Mrs. Rudderforth and her infant children in a way that I believe the courts would not approve of. I did not have a reply to that letter.

Kindly call and see me at your earliest convenience and probably some adjustment may be made of the matter. Mrs. Rudderforth has recently died, and I am prepared to institute proceedings to recover this property.

Awaiting your prompt call or response, I am,

Yours very truly,  
 (Signed)

W. WALTON EDWARDS.

207

W. W. No. 2.

W. Walton Edwards, Attorney and Counsellor at Law.

JUNE 19, 1901.

John G. Slater, Esq., Gunton building, city.

DEAR SIR: Mrs. Emma F. Rudderforth of this city and her children have placed in my hands for adjustment the matter of their real estate which you obtained from them about 3 years ago under the following conditions. You purchased part of lot 3 square 717, in name of Wm. Mockabee, for the sum of \$9.41 at tax sale 1896 for taxes of 1895. It appears you transferred your rights under said certificate to Marshall M. Gilliam of Richmond, Va., who in the usual course of things obtained a tax deed therefor in May, 1898. In the mean time however, you approached Mrs. Rudderforth, and by representing or misrepresenting to her that you held the title to the property, that she would have to vacate. She was induced to accept a proposition from you to pay her \$200 for her claim in the property. When she came to make the deed to you, you paid her only \$150, reserving \$50 of the amount for purpose of settling a certain justice of the peace judgment, but which you did not pay. Mrs. Rudderforth, therefore, received only the sum of \$150 from you. She made a conveyance to you under this misrepresentation, and it appears also that her children, some of them infants at the time, which fact was well known to you, were induced by you to make the deed. It therefore, appears that title to the property was taken by you in the name of Malcolm Hufty, and was afterward transferred and now rests in name of Mattie R. Slater, whom I am informed is your wife. It further appears that the outstanding tax title based on the certificate purchased by you is in Mr. Gilliam's name. You have therefore, as it appears to me, been out absolutely nothing in the way of tax title purchase, having transferred your certificate to Mr. Gilliam, and I presume made something on the investment. You have therefore been receiving the rents for this place for the past 3 years on an investment of only \$150, and made under the conditions above recited. These are the facts as related to me and they are borne out substantially by the record.

Now I would like to know if the rents you have received have not more than compensated you for the investment of \$150? If not, what you will ask for a reconveyance of this property to these people. They are poor and have nothing whatever, and it is not right that they should be deprived of their property in this way. I am directed to take such proceedings as will recover this property, but if you will set a reasonable figure, we may arrange the matter amicably.

Let me hear from you at once, and your proposition may as well be your ultimatum, and we will decide promptly whether or not it is acceptable.

Yours very truly,  
(Signed)

W. WALTON EDWARDS.

*Bill for Redemption from Sale for Taxes, Year 1899.*

Sales Book No. 7, Folio 206.

ASSESSOR'S OFFICE, D. C., *April 10th*, 1902.

{	Collector of Taxes, Paid April 11, 1902, District of Columbia.
---	--

Description of property: Square 717 of sub lot 3

Assessed in name of

W. Walton Edwards,  
William Mockabee

and sold to Robert Y. Slater April 13 1900, in amount of...	7 93
Interest at rate of 15 per cent. per annum from date of sale of redemption. ....	2 37
Recording .....	10
Total .....	10 40

Received payment,

E. G. DAVIS, *Collector, D. C.*,  
By J. M. CHAMBERLAIN, *Cash'r.*

[On margin:] Redeemable at office of collector, D. C., within two years from date of sale. After said date, settlement must be made with purchaser.

*Bill for Redemption from Sale for Taxes, Year 1900.*

Sales Book No. 8, Folio 44.

ASSESSOR'S OFFICE, D. C., *April 15th*, 1903.

{	Collector of Taxes, Paid April 15, 1903, District of Columbia.
---	--

Description of property: Part sub lot 3 sq. 717

Assessed in name of Marshall M. Gilliam and sold to John

Ridout Ap'l 18 1901, in amount of.....	7 23
Interest at rate of 15 per cent. per annum from day of sale to date of redemption.....	2 16
Recording .....	10
Total .....	9 49

Received payment,

W. Walton Edwards.

E. G. DAVIS,  
*Collector, D. C.*,  
By C. M. T.

[On margin:] Redeemable at office of collector; D. C., within two years from date of sale. After said date, settlement must be made with purchaser.

\* \* \* \* \*

212 Whereupon CHARLES H. FICKLING, a witness of lawful age, produced by and on behalf of the above named defendants, in response to formal questions on the part of the examiner, stated that he was a real estate broker and resided at No. 1518 31st street, northwest, and was thereupon duly sworn according to law and on oath was examined and testified as follows:

Direct examination.

By Mr. MITCHELL:

Q. Mr. Fickling will you please state your business? A. I am a real estate broker.

Q. How long have you been engaged in that business? A. About 17 or 18 years.

Q. In this city? A. Yes, sir.

Q. Your experience in dealing with real estate, has it been confined to any particular section of the city? A. No, sir; not especially. I have done business all over the city.

Q. Have you ever had any real estate transactions in that section known as Northeast Washington? A. I have had several deals.

Q. Do you know premises No. 815 1st street, N. E.? A. I do sir.

Q. When did you first gain knowledge of that property? A. Well, a few months ago.

Q. The lot fronts, I believe, 15 feet on First street by a depth of 53 feet, 10½ inches? A. I think that is right.

213 Q. What would you say as to the value of that property at the present time? A. Well, I would not—if I was buying the property and there was no chance of disposing of it I don't think I would give more than six or seven hundred dollars for it.

Q. Do you know whether or not this property is within the lines of the proposed improvements? A. Yes.

Q. Do you think that adds to the value, being within the lines given and within the scope of the improvements, being desired by the railroad? A. It would; greatly.

Q. The valuation you have given is a valuation apart from any such announcement? A. Yes.

Mr. EDWARDS: I object to this line of examination as altogether leading.

Q. What would you say as to the value of that property in May, 1898? A. About the same that I put on it a moment ago.

Mr. EDWARDS: I object to the answer for the reason that the witness has shown himself incompetent to testify as to the value at that time in having no knowledge of the property, as he states.

Q. You have testified that you are familiar or were familiar with property values in the Northeast Washington, during that period, in this city? A. Quite a portion of it.

Q. Would that familiarity enable you to judge of the value of property in '98 on a fair valuation of to-day? A. It would, in a general way.

214 Cross examination.

By Mr. EDWARDS:

Q. Mr. Fickling, you have stated that you first knew of this property a few months ago? A. That is, as I understood the question asked me, my special attention was called to it a few months ago.

Q. Why was your attention called to it? A. Mr. Slater asked me to look at the property and say what I thought it was worth.

Q. Have you had any property in the immediate vicinity for sale or have you made any sale in that vicinity within the last few years? A. No, sir.

Redirect examination.

By Mr. MITCHELL:

Q. Mr. Fickling, have you ever made any sales or known of any sales in the immediate vicinity at any time during your business experience; if so, when? A. I had a party who bought some houses, I think it was on First street—it was either on the east side of First street east or some street off from First street near East Capitol street—I think perhaps near First street—the party became very much dissatisfied with the property and I was thrown in contact with it—I think it was in '86 or '87—or '87 or '88.

NOTE.—Witness answered in fragmentary manner and after answer was read desired the following added.

I made no sales about that time but became interested in property in the neighborhood through a customer who bought some houses in the neighborhood either in '87 or '88.

Mr. MITCHELL: That is all.

215 & 216 Recross examination.

By Mr. EDWARDS:

Q. Was that the only time you were interested in property in that neighborhood? A. In that immediate neighborhood; that is all.

CHARLES H. FICKLING.

\* \* \* \* \*

217 Cross examination.

By Mr. EDWARDS:

Q. Mr. Slater? A. Yes, sir.

Q. Can you recall the names of the Rudderforth children?

218 A. I do not think I can, Mr. Edwards.

Q. Do you think you would know any of them if you saw them? A. Yes, sir.

Q. How many times did you see them? A. I think I saw them twice—two or three times.

Q. Did you know some of them were infants? A. No, sir.

Q. Did you look at them closely? A. Well, I looked at them the same as I look at you. I think, if I remember now, one of them, maybe two, looked as if they might be under twenty-one, yes, sir.

Q. You do not know that your father paid them for that property? A. I know my father said that he paid them and they admitted they were satisfied after that.

Q. Did you see them after that? A. I saw them after they signed the deed, yes, sir.

Q. On what occasion did you see them after they signed the deed? A. They came into the office.

Q. Did you discuss the matter with them? A. No, sir; I never discussed the matter with them; I had no reason.

Q. How do you know they were satisfied? A. I heard a general conversation in the office when I was present.

Q. Did you see the money paid them? A. No, sir; I did not.

Q. How do you know how much was paid them? A. I  
219 don't know. I think they will testify they got the money though.

Q. You do distinctly remember that your father read the deed over to them? A. Yes, sir; he always does.

Q. Did he explain what interest they had in it; I mean the infants? A. No, sir; he didn't tell them they had any to my knowledge.

Q. Did you know those people before that transaction? A. No, sir; I didn't personally.

NOTE.—Mr. Edwards, without objection, reserves the right to further cross examine this witness if he so desires.

\* \* \* \* \*

220 Whereupon JAMES H. MARSHALL.

\* \* \* \* \*

Q. In your capacity as a contractor and builder were you, in the year 1898, engaged in work for Mrs. Slater and her husband in this city? A. Yes, sir.

Q. In your said capacity did Mr. Slater call on you in reference to the property 815 1st street, N. E., as to repairs? A. Yes, sir.

Q. State what, if anything, was said to you as to estimating on repairs for the premises mentioned, in May, 1898, by Mr. Slater?

A. In May, 1898, Mr. Slater asked me to go down and look at the house on First street, No. 815, and to see what those repairs would cost to do—to put it in good condition. I went down and looked at it. It was in very bad condition. I then came back to him and told him that the house needed a great deal of repairs and  
221 told him the price what I would put it in repair for.

Q. After you had made this estimate of repairs were you in the office of Mr. Slater when Mrs. Rudderforth and the children came in? A. If I remember right—if I remember right, before I went down to see about this work, these people that own the house—they say they own the house now—was in the office and he was making a deal with them——

Q. How? You may tell. A. —before I made the estimate. He sent me down and I looked at it and came back and told him and the people that owned this house was in the office.

Q. Now, what, if anything, did you overhear or see with reference to the transaction of buying the house, in that office? A. Well, I don't really understand right there.

Q. What was there, with reference to buying the house, that you saw done? A. As far as that is concerned they were making a deal.

Q. What, if anything, was said or done by any of the parties; by Mr. Slater, by the children or the mother? A. After I goes down and comes back, the next day then Mr. Slater and them was making this deal. I met him there that morning and told him exactly what my bid would be to repair the house, put it in good condition, the yard, closet, shed, blinds and roof and rooms inside, some had to be patched up, whitewashed, and one had to be papered, the hearth had to be fixed, it was knocked down, the hydrant had to be fixed, a new hydrant had to be put in, the steps to go on top of the roof had to be fixed——

Mr. EDWARDS: This is objected to as not being responsive  
222 to any question.

Q. After he had given you orders about repairing the property, estimating repairs, to the property, what was said or done about making the deal, as papers signed and so forth? A. That was after I went down and made my estimate and told Mr. Slater what it was.

Q. What happened when the parties came to the office? A. It was the parties came to the office—they was in the office when I gave my estimate to Mr. Slater. Mr. Slater read a paper to them which was a so called deed. Of course I don't know anything about them. I was there when he read this deed to them. It seemed to be everything satisfactory so far as I knew anything about it and I was employed to do the work.

Q. Did you see them sign the deed, the mother, two sons and three daughters? A. As far as I seen there was the mother, two

sons and two daughters, as far as I know. There was of course more in his office. I don't know who was there.

Q. Are you sure Mr. Slater read the deed? A. I seen Mr. Slater read the deed. I don't know whether he showed it to them to read or not; I couldn't tell.

Q. Do you know Mr. Thomas Soran? A. Yes, sir.

Q. Was Mr. Soran there? A. Yes, sir.

223 Q. Did you see him take the acknowledgment of the parties? A. I seen Mr. Soran take the acknowledgment of the parties.

\* \* \* \* \*

Cross-examination.

By Mr. EDWARDS:

224 Q. How many times did you see the Rudderforth people at Mr. Slater's office? A. How many times?

Q. Yes. A. I know I seen them there that morning when they were making that deal and I know I seen them the morning afterwards. That was twice I seen them.

Q. Did you see them any other time at his office? A. At his office?

Q. Or any other place? A. I seen them at the house. I seen the old lady at the house.

Q. When you went there to estimate? A. When I went there to estimate I seen some of them.

Q. Which ones did you see there? A. When I went there early in the morning I saw the old lady and the young lady peeped out of the window.

Q. Was that the same day that you had met them at Mr. Slater's? A. No, sir; early in the morning, the next morning. Because the next day I met them at Mr. Slater's in the office.

Q. How many times did you go to Mr. Slater's office? A. I don't know sir.

Q. Did you go there every day while that matter was going on? A. I don't know whether I went there every day or not, because it was like this, I go to Mr. Slater's office now. I don't go every day.

Q. Your first estimate was \$75.00? A. Yes, sir.

225 Q. Did Mr. Slater ask you to reduce that any? A. That was my bill, \$75.00; that was what I got for doing the work.

Q. I asked you if your first bid was \$75.00? A. Well, I—it is like this; I give you a bid—I give you a bid for \$75.00, which I got for the work. I generally speak about what I offer to do the work—

A. Then you made an agreement with him in the first instance? A. I made the agreement with him to do the work when we came to a conclusion to give so much to do the work and I did it for him.

Q. Then you had asked something more than \$75.00. A. I told you \$75.00.

Q. I know you did. Was that the only bid made to Mr. Slater, \$75.00? A. At that time. Well, now, I tell you the fact I don't know anything about these kind of things. You all get me tangled up. If I go to you and make you a bid and we do the work, it's all right, ain't it?

Mr. MITCHELL: Was that bid accepted?

A. Yes, sir.

Mr. EDWARDS: I asked you what was the first bid you made?

A. I asked Mr. Slater \$85.00 at first.

Q. Did Mr. Slater pay you money by check or by cash? A. By check or cash?

Q. Yes? A. I have even, often before I started I got \$25.00.

Q. By check? A. No, sir; got cash; right in the office.

Q. Did you give a receipt for it? A. I hardly ever give a receipt for anything.

226 Q. Did you owe Mr. Slater anything—ever in debt to him?

A. I never owed Mr. Slater anything in my life except once and that was for a clock.

Q. How long have you known Mr. Slater? A. Indeed, I can't tell you exactly.

Q. Were you living at 317 11th street, southeast, at the time you did this work? A. No, sir.

Q. Where were you living then?

Mr. MITCHELL: That is objected to on the ground that it is immaterial, irrelevant.

A. I was living on 10th street, northeast.

Q. Can you give the number? A. The number?

Q. Yes, sir? A. Let's see; what was the number? I forget. I have forgotten that.

Q. Did you give Mr. Slater a receipt for any of the payments you got? A. I never give Mr. Slater any receipt for any money. When he owed me he paid me and I take it and go on about my business.

Q. Did you make out a bill of any of the work and render it to Mr. Slater, giving a receipt for it? A. All I done was to tell Mr. Slater what work would cost and he would tell me to go ahead and do it after me and him settled on the price. Always we had something. When I got through I go see Mr. Slater. I went down and told him and got the money.

Q. Did he ever pay you by check? A. Did he ever pay me by check? Mr. Slater have given me a little check when he  
227 was on the Hill. He always give me my money in cash because the people at the bank didn't know me.

— Where were you when Mr. Slater paid the \$25.00? A. I was in his office.

Q. Who was present? A. I don't know who was in the office then. Mr. Soran was I think—no, Mr. Soran wasn't—yes, sir; Mr. Soran.

Q. Did Mr. Soran see you get that money? A. I don't know whether he did or not. He was sitting at the desk writing.

Q. When did you receive other money from him? A. I don't know the dates. I know I got it.

Q. Do you remember when you got paid for this job just spoken of? A. Well, I tell you; it was all paid off and I received it. I was doing so much work for Mr. Slater I don't know how it was paid but it was paid. I do so much work for Mr. Slater—

Q. What other work did you do for Mr. Slater about that time? A. I can't tell you exactly but I know I was doing work. I think I was doing the house then for him at the same time I was doing a house on D street, southeast, putting in a basement there for him.

Q. What did you get for that?

Mr. MITCHELL: I object to the question on the ground that it is immaterial and irrelevant and not proper cross examination.

A. I got \$150.00 for that house down there; I got \$275.00 for the house on Half street.

228 Q. Was that done at the same time? A. Yes, sir.

Q. In these transactions did Mr. Slater pay you by cash or by check? A. Mr. Slater would come in his buggy down where I was at. If I wanted my money on Friday evening when he come he would come down in his buggy on Saturday morning and hand it to me.

Q. You never gave him receipts for any of this money? A. No.

Q. Can you read? A. Yes, sir.

Q. Can you write? A. Yes, sir.

Q. What improvements did you make to house 815 First street, N. E.? A. Well, I painted.

Q. What was the painting charge? What estimate? A. Well, I told you once that I lumped the whole thing in for so much money.

Q. Did you furnish the paint? A. I furnished everything.

Q. Where did you get the paint? A. Indeed, I can't tell you exactly where I got it.

Q. Do you know what the paint cost you? A. I can't tell you exactly what my paint cost me.

Q. You have bills for it? A. If I pay cash for things I don't want any bill.

Q. Did you paper any rooms? A. Front room.

Q. Where did you get the paper? A. I can't tell you. I bought and paid for it.

229 Q. What sort of paper was it? A. I couldn't even tell you the color of it now.

Q. Do you know the size of the room? A. No, sir; I do not know the size now.

Q. Do you know what room it was? A. The front room—so called parlor.

Q. In what direction did that room front? A. Supposed to front west.

Q. How many rooms were there in the house? A. Four.

Q. What did you do to the other rooms? A. I patched them and whitewashed. I scraped them first.

Q. Did you get a permit to do all that work? A. Permit?

Mr. MITCHELL: I object to that on the ground that it is immaterial and irrelevant.

A. I don't know.

Q. Don't you know that it is the law in accordance with the building regulations to obtain a permit to repair a house?

Mr. MITCHELL: I object to the argument of counsel.

A. It is now.

Q. Did you not know it was the law then?

Mr. MITCHELL: I object to that on the ground that it is immaterial and irrelevant.

Mr. EDWARDS: I wish, Mr. Examiner, that you would just note that the witness hesitates.

A. I am just meditating over my thoughts to see if I did get a permit. I really don't know exactly.

Q. Do you think you got a permit?

Mr. MITCHELL: The same objection.

A. I don't know.

230 Q. Did you do the work yourself? A. No; I have helpers all the time.

Q. Who helped you? A. I never get helpers now.

Q. I asked you who helped you in this case? A. I don't exactly remember. I have so many helpers. I don't know exactly who was on that job with me.

Q. Do you mean to say that you cannot remember who helped you on that job? A. There was one man helped me that we buried last Tuesday.

Q. What was his name? A. Eaton.

Q. You say that he is dead—— A. Yes, buried last Tuesday.

Q. Now, who else helped you? A. I worked a gang of people. I don't remember exactly who was working at that time on that work.

Q. Did you fix the hydrant? A. Fix the hydrant?

Q. Yes, sir? A. Yes; I had a man working for me to fix the hydrant.

Q. Who was that man? A. He is dead.

— What was his name? A. His name was Eaton.

Q. Was he a plumber? A. Yes, sir; wait a minute. I forget. I don't know whether I had Eaton or not. I might have had Flack.

Q. Do you know Eaton was a plumber? A. I don't know.

231 Q. Now give Mr. Flack's address. A. I can't do it because I don't know it.

Q. Is he living? A. I don't know sir.

Q. What is his business? A. His business was plumber at that time.

Q. Then it was Flack who did the repairing to the hydrant? A. I don't know.

Q. Well, who did repair the hydrant? A. I had it done. I don't know who did it.

Q. What did you pay for having it done? A. I don't know.

Q. How is it that you can't remember that and can distinctly remember other things? A. I don't think—that was only a minor thing.

Q. But you can't remember whether or not you had a permit to do all this work?

Mr. MITCHELL: Objected to as immaterial and irrelevant.

A. Well, it is like this. We didn't have to have a permit to do any such work and we didn't have to have a permit to do painting and papering but I know if there is any outside work done there there was some kind of a permit got for it. I know when that new hydrant went there there was a permit.

Q. And you paid for that? A. It is paid for all right.

Q. You paid for it did you? A. I paid for all the work I had done.

Q. And that hydrant was part of the work you had done?

Mr. MITCHELL: I submit that the witness has testified to  
232 that forty times during this cross-examination.

Mr. EDWARDS: Well, let him testify again. He is testifying—answering so that I don't know what he is testifying to.

A. I am only trying to make it satisfactory to you all. I can't do it in conversation. I can't bring my mind to it when you bring a lot of things in twice. I do know though that I had the hydrant repaired.

Mr. EDWARDS: I reserve the right to further cross examine this witness if I desire to.

NOTE.—No objection signified to this.

\* \* \* \* \*

Recross examination.

By Mr. EDWARDS:

233 Q. Mr. Marshall, were you summoned to come here? A. I guess I was. I was called here.

Q. Who told you to come? A. I think I was called here by Mr. John G. Slater.

Q. Mr. Slater talked the matter over with you? A. He told me he wanted me to come here.

Q. Did he tell you what he wanted you to come for? A. Mr. Slater told me to come down here and see the lawyer and I come to see him.

Q. Did Mr. Slater tell you what he wanted you to come here for? A. Mr. Slater was on the car. He was going one way and I was going the other. Mr. Slater says: "Marshall I want you to go down and see Mr. Mitchell, on the corner of Fifth and D streets, on Tuesday evening at three o'clock. I came here and Mr. Mitchell wasn't here.

Mr. MITCHELL: You mean Monday evening.

A. That is right, Monday evening. I written my name on a piece of paper and shoved it under the door, "Marshall was here to see Mr. Mitchell."

Q. Was that the first time you had ever been here? A. Yes, I was here. I don't know what day I come up here. (Reflecting) It was last Wednesday.

Q. Do you remember when you did this work at 815 First street, N. E.

Mr. MITCHELL: That is objected to on the ground that it is not proper recross examination.

A. I done it in 1898.

Q. How long did it take you? A. I don't know.

JAMES H. MARSHALL.

Subscribed and sworn to before me this 28th day of September 1903.

J. WALTER WHEATLEY,  
*Examiner in Chancery.*

Session then adjourned to resume on Tuesday, the 10th day of August, 1903, at eleven o'clock, a. m.

J. WALTER WHEATLEY,  
*Examiner in Chancery.*

In the Supreme Court of the District of Columbia.

THOMAS H. RUDDERFORTH ET AL.	} Equity. No. 23636.
vs.	
MATTIE R. SLATER ET AL.	

TUESDAY, *August 18th*, 1903—11.30 o'clock a. m.

Met pursuant to agreement of counsel at the office of Turner and Mitchell, solicitors for defendants, No. 501 D street, northwest.

Present on behalf of complainants: Creed M. Fulton, Esq.

Present on behalf of defendants: F. Edward Mitchell, Esq.

Whereupon THOMAS W. SORAN, a witness of lawful age, produced by and on behalf of the defendants, in response to formal questions by the examiner, stated that he resided at No. 337 Pa. Ave. N. W., and was a notary public and commissioner of deeds, and was there-

upon duly sworn according to law and on oath was examined  
235 and testified as follows:

By Mr. MITCHELL:

Q. Mr. Soran, when did your commission as notary public expire?

A. It expires on January 2nd, 1905.

Q. When were you commissioned a notary? A. In January, 1880.

Q. Have you, continuously, since that time, served as a notary public? A. Continuously.

Q. By virtue of re-appointment? A. By re-appointment, yes, sir.

Q. Were you a notary public on the 28th day of May, 1898? A. I was.

Q. I hand you the exhibit to the original bill in this cause marked "Exhibit B" according to the bill, and ask you to look at that certified copy and see if your name appears as notary public? A. Well, my name appears on it as witness—you are asking my own handwriting—yes, my name appears and notarial seal—Thomas W. Soran, notary, 28th of May, 1898.

Q. Mr. Soran, did you keep a record of your acts as a notary public? A. I did, sir.

Q. Have you that record? A. I have sir.

Q. I ask you to produce it.

(Witness produces a book of entry.)

A. There it is.

236 Q. Is that entry in your own handwriting? (Indicating an entry on page 84 of said book.) A. That entry is in my own handwriting.

Q. When was it made? A. On the day that the acknowledgment was taken.

13—1493A

Mr. MITCHELL: I desire to offer in evidence the entry——

Mr. FULTON: I object to that as immaterial and irrelevant to the issues in this cause.

Mr. MITCHELL: Which reads: "May, 28th, 1898. Emma F. Rudderforth widow *et al.* to Malcolm Hufty being pt. of sub lot 3 being the south 15 feet on First street by full depth in square 717."

NOTE.—It is stipulated between counsel that when the above entry is copied in the testimony the book offered in evidence from which the same was taken shall by the examiner be returned to Mr. Soran.

Q. Did you take the acknowledgment of Mrs. Rudderforth and children to this deed that has been referred to here? A. I took the acknowledgment as appears by my record.

Q. That is your signature to the deed? A. My notarial signature.

Q. State what occurred at the time of your taking that acknowledgment as to due execution by the parties? A. Nothing extraordinary—nothing out of the ordinary—it was taken in the usual way of taking my notary business.

Q. What do you mean by the usual way? A. Some parties appeared before me and desired to sign a deed—to execute a deed and I took the acknowledgment. I asked them if that was their act, deed and seal and if they wished not to retract it.

Q. Well, what did they say to that? Did they acknowledge it? A. Yes; they did.

Q. Did you explain the documents to them and have it read in your presence?

Mr. FULTON: I object to that as leading.

Mr. MITCHELL: I will withdraw that question.

Q. State what was done by the parties in your presence or stated to them, if anything was done or stated, which would indicate to them an understanding of the paper they signed?

Mr. FULTON: That is objected to because it is leading and because the witness has already stated what he asked the parties and that they acknowledged the deed before him on this date and the attorney certainly must not cross examine the witness and lead him.

A. I followed my usual mode of taking acknowledgments. I asked them the questions I indicated before. "Do you acknowledge this to be your act, deed and seal for the purposes stated" and they did acknowledge. They replied in the affirmative—I will put it that way—I would not have taken it if they had not acknowledged it by their affirmative answers.

Cross examination.

By Mr. FULTON:

Q. Mr. Soran, where was your office on the 28th of May, 1898?

A. It was in the Gunton building.

Q. Did you have that office by yourself or did you have an office with someone else at that time? A. I was with someone else.

238 Q. Who was the someone else? A. I had an office with John G. Slater. My sign was there. I was doing business for the public.

Q. You had desk room in Mr. Slater's office? A. Yes, sir.

Q. When you say Mr. Slater you mean the same Mr. Slater who is a party to this suit? A. Yes, sir.

Q. Who is now sitting here? A. Yes.

Q. How long did you have desk room in this office before May, 1898? A. Well, I will have to refresh my memory. (Indicating a desire to consult his record.)

Q. Well, approximately? A. I would judge refreshing my—at least a year.

Q. How long did you have an office there after May 28th, 1898? A. Well, I was not there long after that. I guess up to the summer—that was May, 1898—June, July, August, September—September, 1898.

Q. During the time that you had desk room in Mr. Slater's office did you do all his notary work? A. I did whatever notary work he brought to me. I think there were others who did some.

Q. Did Mr. Slater ask you to take this acknowledgment? A. I can't say as to that.

Q. Do you remember who paid you for this notary fee? A. I don't know that I have been paid.

Q. Do you remember who requested you to take the acknowledgment? A. I do not.

239 Mr. MITCHELL: I object to this line of cross-examination.

It is immaterial and irrelevant as to whether or not the notary fee was paid or by whom it was paid.

Q. Have you seen the original deed in this matter since you took the acknowledgment? A. I have not.

Q. You do not know whether that Exhibit B, filed in this bill was the particular deed you took the acknowledgment of or not, on May 28th, 1898? A. That is only a copy of the deed.

Q. So that you can't swear that you took the acknowledgment of this deed, a copy of which is filed? A. I can only swear from my record.

Q. And you cannot swear that the copy of the deed present here is the deed that you took the acknowledgment of on May 28th, 1898?

A. Can I swear that is a copy of it?

Q. Yes? A. That that is a copy of the deed I took—

Q. Yes? A. No.

Q. It appears from the bill, Mr. Soran, and from the exhibit shown you that there were several parties who executed the deed on May 28th, 1898, among them Thomas H. Rudderforth, Frank W. Rudderforth, and Daisy Palmer Rudderforth? A. Yes.

Q. Do you remember anything about these people particularly?

A. Nothing whatever. There was nothing that occurred that would make an impression on my mind that they were different from other people.

Q. You didn't read this deed to them or any of them? A.  
240 No, sir.

Q. You simply asked them "Do you acknowledge this deed." A. Act, deed and seal and wished not to retract.

Q. You have no knowledge that the deed was explained to them or any of them? A. I have no recollection of it.

Q. Did it occur to you at that time, Mr. Soran, that Thomas H., Fannie W., or Daisy Palmer Rudderforth were minors? A. It did not. Emphatically.

Q. Did you make any inquiry as to whether they were of age? A. I didn't deem it necessary.

Q. And didn't ask them if this deed had been explained to them? A. I did not.

Q. Do you recall, or have any recollection of any conversations between these parties who executed the deed, on the morning of May 28th, or before or after? A. I didn't tax my memory as to conversations or not.

Q. And if there was any conversation between them or between them and anyone else, you don't recall what it was about, or what it was? A. Well, as I stated, I didn't tax my recollection with any conversation, what it was or wasn't.

Q. Was anyone else present beside Mr. John G. Slater and these parties? A. I don't know. I have no recollection.

Q. You distinctly remember Mr. John G. Slater being present? A. Well, you say distinctly remember. To the best of my  
241 knowledge and belief he was present.

Q. Do you remember whether all these parties who executed the deed were present at one time and signed and acknowledged the same together? A. I have no distinct recollection as to that.

Q. You don't know whether some of them signed before the morning of the 28th or not? A. I can't say distinctly as to that.

Q. Personally you don't know anything about the transaction between them and Mr. Slater? A. Nothing whatever.

Q. At the time this acknowledgment was executed before you who did you understand as being the owner of the property; Emma F. Rudderforth?

Mr. MITCHELL: I object to this question because of the fact it presupposes knowledge on the part of the notary of the business transaction of which fact it has not yet appeared that he had any knowledge other than official knowledge as notary.

A. Well, shall I answer that? I will answer it in this way. It wasn't any part of my business to enquire who was conveying the property. I simply in my official capacity, asked if they acknowl-

edged it. They signed as their act, deed and seal and that was all I had to do with it.

Q. Did you or did you not, from the information you gathered, understand that Emma F. Rudderforth was the owner or part owner of this property conveyed by this deed?

Mr. MITCHELL: I object to the question on the ground that it is immaterial, speculative and irrelevant.

A. I have no knowledge of that only that the signatures signed to the deed were acknowledged by me as their act, deed and seal, and their names appeared in the body of the deed, her name  
242 I mean.

Q. You heard no conversation between Mr. Slater and Mrs. Rudderforth or any of the children with her as to the portions of property? A. None whatever.

Q. You saw no money paid on that occasion? A. I did not—to my recollection.

Q. You saw no money paid to any of the children on that occasion? A. I can't say I did or did not.

Q. If there had been you would have remembered it? A. I can't say. I have seen a good many transactions. I have seen many money transactions. I have no recollection of special transactions.

Q. Can you recall any particular transaction. A. I could go back forty or fifty years and recall.

Q. And recall them. A. I don't know that I could recall any particular one.

Re direct examination.

By Mr. MITCHELL:

Q. What enables you to testify as to taking this acknowledgment, at all, personal recollection or your record? A. From my record.

Q. Apart from that record have you any personal recollection? A. None whatever.

Q. Therefore, all your testimony as to this transaction is based upon the record you have here made in the usual course of  
243 business taking notary work? A. Yes, sir.

Q. Apart from that record you have no personal recollection? A. No, sir; no reason to tax my memory with it.

Re cross examination.

By Mr. FULTON:

Q. You have no recollection that Mr. Malcolm Hufty was present on this occasion? A. I have no recollection of his being present.

NOTE.—At the request of counsel it is here noted that a witness fee of \$2.50 was paid to this witness by the defendant, John G. Slater.

THOMAS W. SORAN.

Subscribed and sworn to before me this 21st day of August, 1903.

J. WALTER WHEATLEY,

*Examiner in Chancery.*

Whereupon JOHN G. SLATER, one of the defendants, a witness of lawful age, produced by and on behalf of the defendants, in response to formal questions by the examiner stated that he resided at No. 2200 Q street, N. W., and was in the real estate and insurance business and was thereupon duly sworn and on oath was examined and testified as follows:

By Mr. MITCHELL:

Q. State your full name please? A. John G. Slater.

Q. You are one of the defendants in this cause? A. 244 I am.

Q. You are the husband of Mattie R. Slater, one of the defendants? A. I am.

Q. Did you know Emma F. Rudderforth in her lifetime? A. I did.

Q. Did you know her children, who are named as complainants in this bill of complaint, Thomas H. and Frank W. Rudderforth, Daisy B. Palmer, Emma F. Thomas and Mary Grace Mullen? A. I did.

Q. Did you have any business transaction with the mother of these parties or the parties on or about May 28th 1903? A. I did.

Q. State what that transaction was and who you represented? A. Well, I represented Mattie R. Slater.

Q. What was the transaction? A. The transaction was to agree to buy lot three in square 717, part of lot three I reckon. Mrs. Rudderforth and her five children signed a deed on the 28th day of May, '98. I didn't pay them for it until it was either the 2nd or third day of June, whichever day it was that the deed was put on record I didn't pay them because of the fact I didn't know what it was going to cost me to get it fixed up entirely. I didn't want it to cost me with the taxes and money paid out over \$700. I told them that if in the meantime they could get anybody to take it they could and either on the 2nd or the 3rd day of June I paid them in the Columbia national bank.

245 Q. How much did you pay them? A. \$150 in cash and a \$55. judgment.

Q. How did you pay that judgment? A. I bought that judgment from a man, I don't know who he was now.

Q. I hand you a short copy of a judgment marked "Respondents Exhibit A." to a rule issued in this cause and ask you to look at it and state whether or not that is an assignment? (Indicating writing on the back of paper.) A. Yes, that is right.

Mr. MITCHELL: I offer that in evidence.

Paper marked by examiner Exhibit J. G. S. No. 1.

Q. Had you or had you not at the time of these negotiations, any knowledge as to the taxes on the property? A. I believe there was about twenty years taxes on the property.

Q. Did you know anything about the total amount? A. I didn't know it until after they had signed the deed then I got these taxes, I think about the 29th or 30th.

Q. These tax bills could be paid? A. They were not handed to me until somewhere about the 30th or 31st of May.

Q. What do these taxes total, if you know? A. About \$436 and some cents. I have added up the bills but I don't know exactly. The bills will show for themselves.

Q. When did you first see Mrs. Rudderforth about this property? A. About the 24th or 25th of the month.

Q. Who was present at that time? A. One of her daughters was there and let me in but she went out shortly after.

Q. Do you remember which one of the daughters? A. I  
246 couldn't tell you.

Q. State, as near as you are able, the conversation which occurred between you and any of the parties to this cause or their mother on the occasion of this first visit? A. I told her that I came to see her in regard to that property and if she wanted to sell it she could come to see me at my office and make arrangements and all the rest interested in the property. She stated that she would. They came right away, a day or two after my seeing her. I told her I would give her that judgment and \$150 I told her there was about twenty years taxes, I didn't know what it amounted to at that time.

Q. Did or did you not, state to Mrs. Rudderforth, that there were \$800 taxes on the property? A. No, sir; I told her there was about twenty years taxes. I didn't know what they amounted — at that time.

Q. Did you state to her she was going to be put out of the place? A. No, sir.

Mr. FULTON: That is objected to as leading.

Q. What statement did you make to her about Jared G. Skidmore, who held a judgment against her? A. I either told her that I had that judgment or would pay that judgment and give to her and this \$150, subject to the taxes, for this property.

Q. So that that entered into the consideration for the purchase of the property? A. That is right sir.

Q. State whether or not anything was said about the interest of Mrs. Rudderforth's children in the negotiations? A. Well,  
247 I knew that the property belonged to them at her death and they knew that the property belonged to them at her death.

Q. You say they knew it? A. Yes, sir.

Q. How are you able to testify as to that; just tell us that? A. Because of the fact I told them that the interest belonged to them at the death of the mother and they said they knew it too.

Q. What, if anything, was said as to the infancy of any of these children? A. That one of them was under age; a boy.

Q. What was his name? A. I couldn't tell you that. I am the poorest man in the world on memory of names.

Q. How did you know as to his infancy? A. Because I asked them and they told me one was under age.

Q. Who made the statement? A. The mother.

Q. Who was present at the time? A. All of them and I asked him before all of them whether he was satisfied and would sign when he became 21 years of age and he said he would.

Q. What, if anything, did Daisy Palmer say of her age? A. She didn't say anything.

Q. Did she claim to be of age? A. They said all were of age except that one and in their testimony they say I asked one and didn't ask the balance?

Q. What, if anything, did you say to Mrs. Rudderforth, as  
248 to the buying of her property at tax sale and having title to it? A. I told Mrs. Rudderforth I had bought it in for taxes and there was 20 years taxes on it?

Q. Did you say you had title to it? A. No, sir.

Q. Did you intimidate or attempt to intimidate Mrs. Rudderforth, by representing to her that she would be put in the street?

Mr. FULTON: That is objected to as leading.

A. No, sir; I never intimidated anybody in my life. In the first place I never paid them until two or three days after and I told them if they could find anybody else who would give them more to take it.

Q. How many times did the Rudderforth's or any of them come to the office? A. They came on the 30th of May and then I told them to come either the 2nd or 3rd of June and I would give them the money if they couldn't do better with it elsewhere.

Q. What have you to say as to the title to this property having been conveyed, as alleged in paragraph six of this bill, to Malcolm Hufty? A. It was deeded to Malcolm Hufty because of the fact that my wife didn't have the money at the time. I borrowed the money from Mr. Malcolm Hufty.

Q. How about the money to purchase this judgment? A. Mr. Hufty gave me that money.

Q. Has Mr. Hufty been reimbursed? A. He has.

Q. To whom did Mr. Hufty convey the property away? A. Mr. Hufty conveyed the property to Mr. C. T. Bride.

249 Q. Why was the property conveyed to Mr. Bride? A. Because we got money from Mr. Bride.

Q. What did you do with the money obtained from Mr. Bride? A. Paid Mr. Hufty.

Q. Has Mr. Bride been reimbursed? A. He has.

Q. To whom did he convey the property? A. Mattie R. Slater.

Q. You did testify that Mattie R. Slater was your wife? A. I did.

Q. It is charged in the ninth paragraph of the bill of complaint that the complainants, meaning these children, did not read the deed they signed nor have any opportunity to read the same nor was it read over to them. I will ask you whether or not that is so and ask you just what was done in the office on the morning of this transaction? A. I read them the deed and told them the contents of the deed and told them of their heirship and they stated they knew it. I asked them if they were willing for the transaction and they said they were. They wanted their mother to get the money. They all came to see her get the money and if it wasn't for the railroad being down there now the property wouldn't bring \$600 to-day. They are paying big prices now——

NOTE.—Mr. Mitchell desires examiner to state that the latter part of the above answer was given addressing Mr. Fulton.

250 Q. Do you know Mary G. Mullen? A. I do. I know she was a party representing one of these heirs.

Q. Did she ask for permission to read the deed of you?

Mr. FULTON: Objected to as leading.

A. No, sir.

Q. Mrs. Mullen testified when on the witness stand that she had desired permission to read the deed of you and that you had replied that it was merely a matter of form; did any such thing happen?

Q. No, sir.

A. Have you ever been tendered by any of the parties who claim that they were infants at the time the deeds were signed a proportional part of the purchase price? A. No, sir.

Q. What experience have you had as to land values in N. E Washington and other sections. A. Had a great deal, sir.

Q. Buying and selling? A. Yes, sir.

Q. Covering what period of time? A. From 1878 down to the present time, not only in the northeast but all parts.

Q. What would you say as to a fair valuation of that property and on what basis of valuation did you purchase it in '98? A. Well, if I hadn't have known that I could cut off these taxes by tax certificate I had I would not have given what the taxes were on the property at that time.

Q. At the time of these negotiations did you own a certificate which would cut off these taxes? A. I did.

251 Q. What became of that certificate? A. That certificate went to Mr. Belvin. Mr. Belvin was to have received one half of the proceeds derived. Mr. Belvin sold it to Mr. Gillam.

Q. What as to your consent? A. He didn't ask me anything about it.

Q. State whether or not you knew that the certificate had been sold by Mr. Belvin at the time you purchased this property? A. It hadn't. I may be too fast—I don't think it had.

Q. State whether or not you had knowledge that it had. A. Not at that time.

Q. What has become of Mr. Gillam's interest under that certificate? A. My daughter owns it.

Q. What, if anything, has she done towards cutting off the taxes on the property at the time of this purchase? A. She has cut them off.

Q. For whose benefit? That of your wife or—— A. For my wife's benefit, of course.

Q. Have you paid the taxes on the property since its purchase? A. I bought it in, I think, if I am not mistaken, each year.

Q. State whether or not, Mr. Slater, the deeds from Hufty to Bride and from Bride and wife to your wife were made, as charged in paragraph eleven of this bill, for the purpose of giving color of a *bona fide* transaction? A. Never had any such idea, of giving color.

252 Q. Who has collected the rents of this property since this acquisition by your wife? A. Mr. R. H. T. Leipold.

Q. For whom did he collect those rents? A. For Mr. Bride when he had it and my wife when she had it.

Q. Was that part of the rent applied to the loan to you when Mr. Bride had it? A. Applied nothing to the loan. Paid money for the loan.

Q. What was the property rented for? A. When it was occupied got eight dollars for it, a month.

Q. Eight even? A. Eight dollars and thirty cents sometimes. Eight dollars sometimes. The thirty cents was for water.

Q. During what period of time was it occupied? A. Since '98. It was vacant a good deal of the time. It is vacant now.

Q. How long has it been vacant? A. I reckon about six or seven months.

Q. What if anything have you expended for the repairs of this property? A. I spent a great deal. I spent \$75 at the first off start.

Q. How far did that enter into your calculations as to the purchase price? A. Entered a great deal. I considered that \$75 and the \$150 and the judgment and taxes.

Q. What have you to say as to putting in a hydrant? A. I put in a hydrant and I had the sewers cleaned out; I had a stop  
253 cock put down in the street. The hydrant there leaked in the next house all the time and there was always something to do with it.

Q. What about papering and plastering the house? A. I had that done. One room papered and plastered. Whitewashed back rooms—fixed up gutters——

Q. How much have you spent on improvements as agent for your wife—on that property for improvements? A. I expect I spent \$300. Every tenant that moved out you had to have something done to it.

Q. State whether or not, in your transactions with Mrs. Rudderforth and her children, you at any time attempted to deceive or defraud them in any way? A. No, sir; in the first place I left it open from the 28th day of May to the 2nd or 3rd day of June if they could get anybody else to take it. If it wasn't for the railroads coming down there there wouldn't be any suit about it now.

Mr. FULTON: The last part is objected to as not responsive to the question and giving only the opinion of the witness.

Q. As a matter of fact Mr. Slater, have you received as much in rents during the time you have owned it under this deed, as you have paid out? A. I guess I have. But I find with these little houses that by the time a man pays taxes and insurance and repairs there is not much left over after that.

Cross-examination.

By Mr. FULTON :

Q. Mr. Slater, prior to May 28th, 1898, you had been dealing rather extensively in tax titles? A. I had.

254 Q. You were also dealing rather extensively at that time in such titles? A. I was.

Q. In this matter you were in partnership with or represented your wife? A. Yes; and other parties.

Q. In all matters or all properties which you bought in your wife's name at tax sales you were representing and interested with her in such transactions, were you not? A. Well, I never bought a single piece in my wife's name. I bought for John W. Thompson, W. B. Moses and Sons and other parties.

Q. Well, in this particular transaction you didn't represent Moses and Sons or John W. Thompson? A. You ask me about taxes?

Q. No. A. I never bought a single piece in her name up to that time.

Q. This particular piece of property you bought for your wife? A. I bought the property from these people for her.

Q. This tax certificate, you bought that for her? A. No, sir; I bought that for Charles Belvin of Richmond.

Q. Who only had a half interest in the profit derived from this particular business? A. He was to give me half and he was to furnish the money.

Q. Was that when you bought this property at tax sale in 1897, you bought it in for this Mr. Belvin of Richmond, who furnished the money? A. That is right sir.

255 Q. You had ascertained before you bought this property in at this particular tax sale that there were many years of taxes in arrears? A. I had sir.

Q. It was that fact which brought your attention to this particular piece of property and was the incentive for your purchasing at this particular sale? A. Yes, sir.

Q. You felt that inasmuch as these people were not able to or had not paid taxes for many years that they probably would not redeem the property from the tax sale?

Mr. MITCHELL: That is objected to as immaterial and irrelevant, how the witness felt about the transaction.

A. That is one of the things that I didn't have any idea about at all. I had one piece redeemed once that cut off six thousand dollars.

Q. You knew then approximately the amount of money that was in arrears? A. I knew it was about twenty years. I didn't know what it amounted to.

Q. From your experience in tax sales previous to this date you had some approximate idea as to what the taxes would be on this property, did you not? A. If there was no specials I would, somewhere near.

Q. You knew there were no specials? A. That I didn't know.

Q. Where property is advertised for taxes does it not also reveal any special taxes? A. That they do now but they didn't do it then.

Q. Your experience in tax sales previous to this time had  
256 taught you the probability of special taxes? A. No, sir; that didn't teach me anything at all about special taxes unless I had access to the books and that they would not give me.

Q. You knew they had records of these over there? A. They did and you could go and ask them for the assessment against any particular piece and they would give you anything special but they wouldn't—

Q. Now if I understand your answer, you had some approximate idea of the general taxes on this property at the time you purchased? A. Yes, sir.

Q. If I understand your testimony in chief, when you went to Mrs. Rudderforth about buying her life estate in this property you only told her there were about twenty years' taxes in arrears but didn't give her the amount due thereon?

Mr. MITCHELL: Objected to on the ground that it proceeds on the theory that the witness has testified that he went for the purpose of buying her life estate; the testimony shows that he went for the purpose of buying the fee simple title from Mrs. Rudderforth and her children.

Mr. FULTON: The record will correct me if I am in error about that.

A. I told her that it would amount to about as much as it was assessed for.

Q. Did you tell her what it was assessed for? A. Yes, sir; less than \$400.

Q. You told her that? A. Yes, sir.

Q. How much did you pay in the way of taxes on this prop-

erty; how much did you purchase this property in at this  
257 tax sale?

Mr. MITCHELL: That is objected to as immaterial and irrelevant.

A. I think it was between nine and ten dollars.

Q. You have the tax receipt in there? (Referring to papers in possession of witness.) A. I think it is in there.

Q. I hand you three bills, Mr. Slater, which you have filed here among your other tax bills. Which if these represents the tax for which you bought the property? A. I bought it for all of them.

Q. Prior to the time for which you purchased Mrs. Rudderforth's estate? A. (Witness examines receipt and reads:) Nine dollars and forty-one cents was the absolute amount. When they fixed it would be \$12.33.

NOTE.—Paper offered in evidence and marked by examiner "Exhibit J. G. S. No. 3."

Q. Then on May 28th, 1898, you had paid \$12.33 for the tax certificate which you and Mr. Belvin held for that property? A. I hadn't paid that much. That was what they had to pay when they paid it up two years afterwards. I had only paid \$9.41 plus 10 cents for recording.

Q. How much did you pay, Mr. Slater, for the judgment of \$55. in favor of Jared F. Skidmore against Mrs. Emma Rudderforth, a short copy of which you have filed and which has been offered this morning? A. I don't remember exactly what I did give for that.

Q. Have you any idea how much you paid for that? A. I don't remember. I know I agreed to give that judgment and \$150 which I gave.

258 Q. You didn't pay the full face value did you? A. I don't think I did.

Q. Did you pay over \$25? A. I think I did but I don't remember exactly how much.

Q. Did you pay that money to Jared F. Skidmore who was the owner and holder of that judgment? A. I don't know Mr. Skidmore.

Q. You don't know whether he ever received a penny of it or not? A. I don't know sir. I know I bought it—

Q. Did you have that judgment entered satisfied against Mrs. Rudderforth? Don't you know as a matter of fact that that judgment remains to-day on the records of the justice of the peace unsatisfied?

Mr. MITCHELL: That is objected to as immaterial and irrelevant. This witness has already testified that he bought up the judgment and hence bought the power to satisfy.

A. I don't know. I told Mrs. Rudderforth that she could have the judgment whenever she called for it.

Q. Don't you know as a matter of fact that it was incumbent on you, if you were to pay that judgment as a part of the consideration, to pay or to satisfy, so she would be relieved from liability upon it?

Mr. MITCHELL: The same objection.

A. I don't know sir, because I thought if it was paid it was paid.

Q. Do you mean to say that you didn't consider it a part of your duty to see that the judgment was entered satisfied and to give her a clear record that you had paid it and the judgment was satisfied? A. I thought when I had the receipt for that judgment signed by the man in whose favor it was given that I had all the documents that were necessary in the case.

Q. Now do you know as a matter of fact that Mr. Skidmore has as yet not received anything on account of that judgment?

Mr. MITCHELL: That is objected to on the ground that it is immaterial and irrelevant unless it be further shown that Mr. Skidmore's attorney who acted for him had no authority so to act. The name of the attorney, Newton C. Price, appears on the assignment already offered in evidence.

A. I don't know anything about it. I never saw Mr. Skidmore. I supposed when he sent it out for sale he gave it to the attorney who was responsible for it. He never came to me about it.

Q. Did you ever have any record of the assignment of the judgment to Mr. Hufty made of record in the justice of the peace office where the judgment was standing? A. No, sir; I never did.

Q. So that so far as the records of the justice of the peace who rendered the judgment are concerned they show that the judgment has never been satisfied or assigned?

Mr. MITCHELL: I object to this question on the ground that it is a matter clearly not within the personal knowledge of this witness. The record speaks for itself and is already in evidence in this case.

A. I bought the judgment and paid for it and I don't know anything about the judge's books.

Q. How much do you say now Mr. Slater you have paid for this judgment? A. I just don't remember the exact amount that I did pay.

260 Q. Who did you pay it to? A. Paid it to the man who brought it there as attorney.

Q. You are unable to state who it was? A. I don't know. I wouldn't know him from the man in the moon.

Q. How much, if anything, did you pay over and above \$25.

Mr. MITCHELL: I object to the question on the ground that the witness has not stated that he paid \$25, but has clearly stated that he didn't know how much.

A. I don't know.

Q. You state that your daughter bought the tax certificate to

which Mr. Belvin jointly owned with yourself but sold to Mr. Gil-  
lam ; what is that daughter's name? A. Alice F. Slater.

Q. Does she live with you now? A. She does.

Q. When did she buy that interest? A. I think it was about  
three months ago.

Q. And she bought that, I believe you said in your examination  
in chief, for your wife? A. I didn't say that she bought it for my  
wife at all, but of course that benefits my wife as my wife owns the  
property.

Q. Your wife owns the property now? A. Yes, sir.

Q. So it makes no difference in whose name the deed may appear  
if it should appear in any other than herself, your wife is the owner  
of the property. A. Of the fee.

261 Q. And in those deeds which you made to Malcolm Hufty  
and C. T. Bride, she was during that time when those deeds  
were outstanding, the beneficial owner? A. Was to be when she  
paid the money.

Q. Were Hufty and Bride in turn, holding it in trust for her?  
A. No, it wasn't held in trust at all. If she didn't pay they could  
keep it. If she did they would turn it over to her.

Q. And she has paid the money? A. Yes.

Q. I believe that you have stated that at the time you bought this  
property for your wife from Mrs. Rudderforth you knew that Mrs.  
Rudderforth only had a life estate? A. I bought it from Mrs. Rud-  
derforth and her children.

Q. You knew that Mrs. Rudderforth only had a life estate? A.  
Yes; that is right sir.

Q. Your wife knew about that? A. I don't know whether my  
wife knew anything about it.

Q. Do you mean to say that when you were acting for her as you  
stated and knew that the title was in such shape that you didn't  
acquaint her fully with that fact or fully as to the status of that  
property?

Mr. MITCHELL: Whom do you refer to Mr. Fulton?

Mr. FULTON: I refer to Mrs. Slater.

A. I can say that whenever I see anything that I think you can  
make a little money out of and I think she has anything—a  
262 little money coming in—that I buy it if I can, and I don't go  
into the details with her—about all the details.

Q. You never paid as I understand your testimony a single dollar  
to any of these children, of the purchase money. It was all paid to  
Mrs. Rudderforth? A. Yes, sir; I gave it every dollar to Mrs.  
Rudderforth by the authority of the children authorizing me so  
to do.

Q. You knew that at least one of these children was under 21  
years old? A. I did.

Q. As one who has had considerable experience in the matter of  
buying and selling real estate in this District, did you not know

that such child at that time was incapable of making a valid deed of that property?

Mr. MITCHELL: Objected to as asking this witness' opinion as to a proposition of law.

A. He told me that he would sign the deed when he became twenty-one and he said he was perfectly satisfied with the sale.

Q. Did he sign it when he became twenty-one? A. He did not.

Q. How long after, to the best of your knowledge, did such child become twenty-one years of age? A. Well, he says now that he became twenty-one years of age sometime this year.

Q. Did you ever pay a dollar of money to Daisy B. Palmer, either before or after her marriage, for any interest which she had in this property? A. I did not. Paid by her order to her mother.

Q. Did you ever pay a single cent to Emma F. Thomas  
263 either before or after her marriage? A. I paid the money to her mother by her order.

Q. My question is did you ever pay her one cent either before or after her marriage? A. I paid it to their mother by her order. Every single one of them told me to pay it to their mother and I paid it. They did more than that. They came and saw it paid.

Q. Did you ever pay one penny, either before or after marriage to Mary Grace Mullen for her interest in this property? A. Paid to her mother by her order. They saw it paid.

Q. Did you ever pay one penny to Thomas H. Rudderforth either before or after the deed was made? A. Paid it to his mother by his order.

Q. Have you ever paid one penny to Frank W. Rudderforth either before or after the deed was made for his interest in the property? A. Paid it to his mother by his order.

Q. Can you state, Mr. Slater, the amount of money you were to pay, if any, to the mother of Frank W. Rudderforth for him, for his interest in this property? A. I don't know.

Q. Can you state the amounts, if any, you were to pay for the other children's respective interests in this property to their mother, for them respectively? A. I don't know. Because she might have lived a long time—longer than all of them, and the whole of it might have been hers.

Q. Then if I understand your answer you had no agreement  
264 with any one of these complainants to pay him or her any particular sum of money for his or her interest in this property? A. I had an agreement to pay them all \$150 in cash and give them that judgment and they were to divide it to satisfy themselves and they all said give it to the mother.

NOTE.—Adjourned subject to right to further cross examine this witness to such day as may be agreed upon by counsel.

JOHN G. SLATER.

Subscribed and sworn to before me this 29th day of September, A. D. 1903.

J. WALTER WHEATLEY,  
*Examiner in Chancery.*

SATURDAY, August 29th, 1903—Eleven o'clock a. m.

Met pursuant to agreement of counsel at the office of Turner and Mitchell, No. 501 D St. N. W.

Present on behalf of complainants, Creed M. Fulton, Esq.

Present on behalf of defendants, F. Edward Mitchell, Esq.

Present also, Mr. John G. Slater, for further cross-examination.

Cross examination (continued).

By Mr. FULTON:

Q. Mr. Slater, I believe you stated that you borrowed the money that you paid to Mrs. Rudderforth from Mr. Malcolm Hufty? A. I did.

265 Q. And that in order to secure its payment to him the property was deeded to him or in his name by Mrs. Rudderforth and her children? A. That is right sir.

Q. You borrowed the full \$150 which you testified the other day to have paid to Mrs. Rudderforth from Mr. Hufty, did you? A. I did sir.

Q. Then you borrowed money from Mr. C. T. Bride to pay Hufty his money back? A. To pay him that and other money.

Q. You borrowed then the \$150 that he had loaned to you from Bride? A. I did sir.

Q. And then to secure Bride not only for that \$150 but such other moneys as he had loaned you at that time you had Hufty deed the property to Bride, to secure him for such loan? A. I got Mr. Hufty to deed him that, then I gave him tax certificates to hold.

Q. Can you state how much money you borrowed at that time from Mr. Bride, besides the \$150 dollars which Hufty had loaned you to pay Mrs. Rudderforth? A. I think about \$200 I don't remember the exact amount.

Q. Wasn't it over \$200? A. It may have been. I can't just exactly state.

Q. How much over \$200 if any? A. I don't remember now. The transaction, it has been too long ago to keep in my head. I remember I got from Mr. Bride about \$200 for which I had Mr.

Hufty deed the property and gave him tax certificates to hold.  
266 Q. Do you remember how Mr. Bride was paid back that money? A. I do.

Q. Will you state how? A. My wife paid it. Gave it to me to pay to him.

Q. How much of the rents from this Rudderforth property did Mr. Bride receive while he held the title? A. Not a dollar.

Q. Did or did you not or your wife—did you or your wife not au-

thorize Mr. Leipold to pay Mr. Bride what rents he collected from the property during that time? A. Mr. Leipold paid it to Mr. Bride and Mr. Bride gave it to me.

Q. How much was that, Mr. Slater? A. I don't remember. Every dollar that he got from Mr. Leipold though.

Q. What was the object in Mr. Bride turning the money back to you, Mr. Slater, when you had borrowed about \$200 from him which was then unpaid? A. It was because I had borrowed it from Mr. Bride in a lump and had to pay it back in a lump.

Q. Was that the only reason? A. That is the only reason I know of.

Q. Do you know, Mr. Slater, that Mr. Bride actually received from Mr. Leipold from that property more money as rents than you received from him? A. I don't know whether he did or not. I never kept accounts of it.

Q. If Mr. Leipold paid him \$224.10 as rents which he collected from the Rudderforth property you would say that was correct, would you not? A. If Mr. Leipold said so of course I would sir.

267 Q. If Mr. Leipold testified that in addition to \$224.10 which he turned over as rents to Mr. Bride you received \$140.80, would you say that was a correct statement of the amount of rents which he collected and turned over to you personally? A. I certainly would as Mr. Leipold kept an absolute account of all the rents. He never had with me or anybody else——

Q. —regarding that particular property? A. —or any other property. Mr. Leipold also stated it had been a very expensive property to keep up, cost a great deal for repairs and things. If I got \$100 out of it I done very well.

Mr. FULTON: I move to strike out the last part of the witness' answer relating to what Mr. Leipold may have stated as to expenses on that property because it is not responsive to the question.

Q. Mr. Leipold has testified that he collected and turned over to you and to Mr. Bride as rents from said property, after deducting his commission, the sum of \$439.90; will you say whether that is a correct statement by him or not?

Mr. MITCHELL: I object to the question on the ground that it presupposes on the part of this witness knowledge of the contents of Mr. Leipold's books. I further cannot see the object of the question unless it be for the purpose of contradicting their own witness, Mr. Leipold.

A. If Mr. Leipold's statements state that he turned over that much less his commissions I believe it is correct because I believe Mr. Leipold had it figured down.

268 Q. Mr. Slater, you testified in chief that you paid \$75. at the off start for some repairs and further that every time tenants went out you had to make additional repairs and that

you spent a good deal of money, probably \$300 in repairs. I would like for you to state in detail how many rooms there are in that house? A. Four rooms.

Q. Will you state what size those rooms are to the best of your knowledge? A. I believe those rooms are about twelve by twelve.

Q. Will you state how many of them you had replastered, if any? A. When I first took the house I had it pretty nearly all plastered.

Q. Will you state how you had them plastered? A. There were only four rooms. I had all of them plastered in. I didn't have the whole rooms plastered, I had the four rooms patched—I had one room papered.

Q. You say that you had these four rooms patched in, so far as the plastering was concerned. About how many square feet in each room did you have patched with plastering?

Mr. MITCHELL: That is objected to on the ground that it is a matter this witness could not have knowledge of unless it is shown that he did the plastering or superintended it.

A. I don't know anything about that. I never undertook to calculate that way with any house I had done. I have built in this town a good many houses. I never had such fine calculations as that. I gave the job for plastering, whitewashing, papering, tinning, guttering, fixing sheds or *styes* for \$75.

Q. How did you pay that, Mr. Slater? A. Paid it in cash.

269 Q. When did you have that done? A. When I first got the house.

Q. And to whom did you let the contract? A. Marshall.

Q. What is his full name? A. James H. Marshall.

Q. Did you borrow that money, Mr. Slater? A. I did not sir.

Q. You had \$75 with which to pay for those improvements and didn't have money to purchase the property?

Mr. MITCHELL: That question is objected to on the ground that it is immaterial, irrelevant and argumentative.

A. I had \$75 to pay for the improvements when the work was done in about—as it went on that month.

Q. Did you take any receipt at all from Mr. Marshall or receipted bill from Mr. Marshall for those improvements? A. I did not.

Q. You took no instrument in writing of any kind showing that you had paid Marshall for those improvements or any of them? A. I did not.

Q. Did he ever render to you any statement at all in writing of the work done? A. I didn't require any statement because I had an agreement for \$75 when it was done.

Q. Was that agreement in writing? A. It was not.

Q. Did you secure a permit of any kind for these repairs or any of them? A. Didn't need a permit. It didn't require a permit for that class of work in this town.

270 Q. When did you have the hydrant that you spoke of, put in, Mr. Slater? A. I had that hydrant fixed I reckon, certainly eight or ten times.

Q. I am asking about the first time. A. When the house was first fixed.

Q. Did you secure a permit for the fixing of that hydrant? A. Didn't need any permit for fixing in yards.

Mr. MITCHELL: I suggest that this question is immaterial and irrelevant.

Q. Mr. Slater, you didn't answer my question. My question was did you secure a permit for repairing that hydrant? You have answered that it wasn't necessary. A. I didn't get any but I have had four or five plumbers to work on that hydrant. It leaked next door and if I put in a new one that leaked. All of them leaked.

Q. Where was this hydrant that you put in located on the premises? A. Right outside of Mr. Day's house and in his cellar—it is about midway of the yard on the side.

Q. Did I understand you to say that a permit for putting in a new hydrant was not necessary or required?

Mr. MITCHELL: I object to the question as immaterial and irrelevant.

A. I gave it to the plumber—gave him the job and I didn't pay any attention to permits or anything else.

Q. What plumber did you get when you put this hydrant in the first time? A. The first time I gave it all to Marshall. I don't know who he got.

271 Q. Then this hydrant—then the cost of this hydrant was included in the \$75 you paid Marshall? A. Absolutely. I gave him the whole job at that time.

Q. How long was it after that when you did anything else to that hydrant? A. I wish you would have Mrs. Day summoned and she will tell you how often she made complaint of that hydrant leaking in her cellar and basement and each time I would send a plumber to do something, whatever he could do.

Q. Will the examiner read that question again?

Examiner reads question and witness continues—

A. Well, now I haven't got the dates but it looked to me as if every two or three months I had to do something to that hydrant.

Q. What plumber did you send the second time you had the hydrant fixed or had anything done to it? A. I sent Mr. Shepherd on several occasions, I don't remember which.

Q. What Mr. Shepherd? A. He lives up on 9th street. He is a registered plumber.

Mr. MITCHELL: Aaron Shepherd, I think it is.

Q. How many times did you send him? A. I don't remember.

Q. Can you give us approximately, to the best of your recollection, how many times you sent him? A. I don't remember, sir.

Q. Did you ever have any other plumber besides Mr. Shepherd?

A. I have had Marshall.

272 Q. I asked you—— A. (Witness interrupting.) Yes, I have.

Q. Who? A. Now I can't think of the name.

Q. Can you not think of the name of a single one besides Mr. Shepherd? A. I have just stated that I had Marshall send for someone and there was another one but I can't think of his name but I had him there.

Q. In what year did you have Mr. Shepherd at this work that you speak of? A. I had Mr. Shepherd there year before last and last year too.

Q. Are those all the years you had him to do the work? A. I told you I don't remember. These are the years that I remember that I had Mr. Shepherd.

Q. Did Mr. Shepherd render you a bill for the work that he did on that hydrant? A. He did.

Q. Will you present that bill—file it here? A. I haven't got it. I paid it and tore it up.

Q. Do you remember how much you paid him for the work he did last year and the year before on that hydrant? A. I do not.

Q. Did you pay it in cash or by check? A. I don't just remember how I paid him.

Q. You have no idea of the amount of money you paid Mr. Shepherd—that he collected—for the repairs which he put on this hydrant or any other portion of this property? A. I don't remember.

273 Q. You have not had that house replastered or patched up in plastering since Marshall did the work and no other than one room papered? A. Never had any other but one room papered but I have had the other rooms patched with plaster and whitewashed.

Q. Who did the work then, Mr. Slater? A. Marshall and a fellow by the name of Shepherd once or twice.

Q. When did Marshall do this second job of whitewashing and pointing up the plastering in this house? A. I think the first tenant was in there about three months before she moved out. I had to have it plastered again—patched up again. The plastering was down.

Q. How much did you pay him the second time? A. I just don't remember. I never kept account of small items. Maybe six or eight dollars sometimes, or ten dollars sometimes.

Q. Is Marshall here a colored man? A. Marshall is a colored man.

Q. Has he done all the whitewashing and pointing up of the plastering in that house since you got it? A. I told you that I had a fellow by the name of Shepherd do a little work there. Marshall

has done and does now the greater part of patching and plastering of houses.

Q. What Shepherd was it? A. I darkey who lives in Phillips court.

— How many times did he whitewash? A. I think I only had him there once.

Q. What did you pay him? A. I don't know whether it was \$4.50 or \$5.50. If you will look over Mr. Leipold's statement I think you will see that he sent me regular notice of repairs right along.

274 Q. Now if I understand your statement James H. Marshall and this colored man Shepherd are the only men you have had to repair the house, outside the plumbing work, since you have had it in your possession? A. I gave the job to Marshall. He would get his tinner, plumbers and whitewashers and do the job and charge me so much and I would pay him.

Mr. FULTON: That is not responsive to my question exactly. Read the question to Mr. Slater so he can answer it.

Examiner reads the foregoing question.

A. I think that is so.

Q. Mr. Slater, you said the other day, that you left this purchase open from the 28th day of May to June 2nd or 3rd for Mrs. Rudderforth to sell to somebody else if she could in that time. What did you mean by that statement?

Mr. MITCHELL: I object to the question on the ground that it assumes a statement that will not be borne out by the record, the record showing that the witness having said that the matter was open from the 28th day of May to the 2nd or 3rd day of June and that Mrs. Rudderforth had the opportunity, not that he had done it expressly to give her the opportunity.

A. I meant that she had the time in between that time and coming to get the money. If she didn't want to do it she had the time between the 28th of May and the 2nd or 3rd of June to have found somebody else to have taken it. She came certainly twice before she got the money—she and her children too. Then either on the 2nd or 3rd of June I paid them the money.

Q. Do I understand you now to say that the matter was not  
275 left open to her to sell to anybody else she pleased in that time? A. I told her that she could sell if she wanted to if she could find anybody else that would buy.

Q. If the matter wasn't closed or if she had the right to sell it to anybody else she pleased within that period of time, what was your purpose in taking a deed from her on the 28th of May? A. I took it from her on the 28th of the month but I didn't put it on record until the 2nd or 3rd of June because I didn't know what it was going to cost me to fix it up and if it was going to cost me over \$100 to fix it up I didn't want it.

Q. Then you held the matter in that shape, from May 28th to June 2nd or 3rd to enable you to determine whether you would take the property or not—— A. Exactly. And she could sell it to anybody else if she could. I would let her do it.

Q. Did you tell her that if you couldn't get the taxes on that property settled for \$100 or less that you wouldn't take the property?

A. I told her when I first went to see her to see her friends and her lawyer and if she could find anybody else to give her more money than I offered her to not sell to me and if she couldn't I would take it. If I had been in any such big hurry to have gotten the property and it was such a great big snap I would have paid for the property the very minute the deed was made out and taken no chances of any dispute at all arising.

Q. Mr. Slater, did you testify in chief that you told her that you would pay her \$150 in cash and the Skidmore judgment and settle the taxes in arrears—— A. —I bought it subject to the  
276 taxes in arrears.

Q. —and take the property subject to the taxes in arrears?  
A. I did.

Q. If that was your agreement, to pay her that much money, and pay the judgment, the Skidmore judgment, and to take the property subject to the taxes in arrears, why were you then after the 28th day of May to the 3rd of June holding up to ascertain the amount of these taxes?

A. She came up on the 30th of May which was a national holiday. I told her that she would have to come about the 2nd or 3rd of June. I don't know whether it was the 2nd or 3rd; it was one of those two days. If that didn't suit her to just call the matter off. She was perfectly satisfied and said she had asked some of her friends and couldn't get anybody else to give her that.

Q. Now, Mr. Slater, you had made a positive agreement with Mrs. Rudderforth to purchase that property, and in accordance with that agreement she had executed and delivered to you a deed, why were you then hesitating to perform on your part as you had undertaken to do? A. I didn't get all these tax certificates made out—bills I mean—and as I said I told Mrs. Rudderforth if she could do better to go and do it but the very minute that deed was put on record Mrs. Rudderforth was paid.

Q. Did you know, Mr. Slater, that the tax deed to Mr. Gillam was executed on May 20th of that year and put on record on May 26th, '98? A. I did not.

Q. Had no knowledge of it? A. I had not.

Q. Did you not say to Mrs. Rudderforth on your visit there,  
277 May 25th, 1898, that the deed had been executed and she could be put out of her house and home unless she sold to you at the figure which you offered her? A. No, sir; I never made such a statement as that to any human being.

Q. Mr. Slater, how much did you pay in settlement of the taxes in arrears on that property? A. I bought it in each time since and

have caused to be paid to Mr. Marshall M. Gillam \$125. Mr. Edwards had offered him \$120—their counsel.

Q. For what year did Mr. Gillam pay taxes? A. I think it was for the year 1896. He bought it in in '97. One more minute there. It cost me a good many years time to look up these tax matters—

Q. Did you make this examination of these taxes before your first visit to Mrs. Rudderforth on May 25th, '98. A. I knew there were about twenty years taxes.

Q. Did you or did you not, make that investigation of which you have just stated, prior to this visit? A. I had made an examination and looked over the records to see how much taxes there were against each piece of property that I had bought in for different parties and that was amongst them.

Q. So that the several years labor that you spoke of performing was not alone devoted by you in looking up taxes on this piece of property? A. Certainly not.

Q. If I understand your answers then you did know what general taxes were in arrears on this property before you made your visit to Mrs. Rudderforth on May 25th, '98? A. Of course I did.

278 Q. And with that knowledge in your possession you made her an offer to pay her \$150 in cash and the Skidmore judgment and to take the property subject to such taxes? A. That is right sir and if I had known that Mr. Gillam was going to get that deed and I pay \$125 for it I wouldn't have given that money for it.

Q. You did know that Mr. Gillam had bought the property in and under the law was entitled to his deed about the time you went if not before you went to see Mrs. Rudderforth May 25th, '98? A. I did not. Because I bought that piece of property in for Mr. Charles E. Belvin and Mr. Belvin and I were to divide the profits, if any there might be.

Q. Didn't then, Mr. Belvin get a portion of this \$125 which you say was afterwards paid to Mr. Gillam? A. That is one of the things I can't tell you anything about because I don't know. Because Mr. Gillam had the deed for the property.

Q. If I understand you Mr. Gillam then purchased from Mr. Belvin this certificate of taxes which was issued—which was delivered to you? A. I bought it and paid for it.

Q. In 1897. Under your arrangement with Mr. Belvin he and you were to share equally on that sale? A. On the profits of that tax sale.

Q. I believe you testified in chief that you paid \$9.41 at that tax sale and the difference between that amount and \$125 was the profit on that investment was it not A. Well, I don't know whether it was profit or not. I know that Mr. Edwards offered that amount, \$120 to get it. I had to give \$125 to get it.

279 Q. You didn't hear Mr. Edwards make that offer? A. No; Mr. Ridout did.

Q. All you know then about what Mr. Edwards may or may not have done is what somebody else told you? A. Yes.

Mr. FULTON: I move to strike out this witness' testimony regarding any alleged offer Mr. Edwards may have made to Mr. Gillam because it is hearsay and because it is not responsive to questions which I have asked him except so far as particular questions were put to determine this witness' personal knowledge on that point.

Mr. MITCHELL: I think that it should be stricken out.

Q. Do you know anything about how much of this \$125. which you say you paid to Mr. Gillam was turned over to Mr. Belvin?

Mr. MITCHELL: I object to the question on the ground that it is immaterial and irrelevant. The whole line of cross examination, I remark at this point, consists of extraneous matters not at all material to the issues in this case.

A. I don't know but I don't believe that he ever turned over anything.

Q. Do you know how much Mr. Belvin got for that certificate?

A. I do not.

Q. What efforts, if any, did you ever make to ascertain that fact?

Mr. MITCHELL: I object to that question as immaterial and irrelevant.

A. I never made any.

Q. Mr. Slater, in the light of your agreement with Mr. Belvin, to-wit, that you were to share one half of the profits derived by  
280 him and yourself in that particular tax sale, do you mean to say that you never endeavored to find out how much profit Mr. Belvin made from the sale of that certificate to Mr. Gillam? A. I never even made an inquiry.

Q. And yet you paid or caused to be paid to Mr. Gillam \$125 for the deed which was about \$115 in excess of what you had paid for the certificate sold and delivered to Gillam and still you mean to say you made no inquiry as to how much profit Mr. Belvin was realizing from that transaction? A. Never made any inquiry and never asked a question about it. It was gone and my loss and there was no use fooling with it. It was like spilled milk.

Q. Before you went to see Mrs. Rudderforth on May 25th 1898, how long had you known her, Mr. Slater? A. I had never heard of her before my first visit.

Q. You learned that day when you first called on her that she was a white woman? A. I did.

Q. You knew from your exhaustive search of the tax records that the taxes were in arrears for about twenty years on that property, when you first called? A. I did.

Q. You were aware of the fact that she, from inability or something else, had not paid those taxes for all that period of time?

Mr. MITCHELL: I suggest that the witness would have no knowledge as to why taxes were not paid and therefore the question is objected to.

A. I didn't know why the taxes were there or why they had not paid them. I knew they were not paid.

Q. On this first visit to Mrs. Rudderforth you had opportunity for seeing how their home was furnished, did you not?

281 A. I only went in one room. I didn't go through the house to see how it was furnished.

Q. It was clearly to be seen that Mrs. Rudderforth was living in reduced circumstances, was it not?

Mr. MITCHELL: I object to the question. It is argumentative and calls for opinion evidence.

A. I never noticed how they were living. I knew she was living in a small house and certainly was not a "hundred thousand dollar person."

Q. You found the property in bad repair, did you not? A. I did.

Q. You found the house very ordinarily furnished, did you not; such portions as you went in? A. I never noticed the furniture at all.

Q. You knew there was a judgment of \$55 against her in favor of Skidmore, when you went there, did you not? A. I certainly did.

Q. She told you did she not, on that occasion, that she was in reduced circumstances? A. I never asked about her condition—what her circumstances were.

Q. Did or did she not tell you that she was in reduced circumstances? A. I think she said she wanted money. I believe everybody says that though.

Q. And was it or was it not, Mr. Slater, perfectly apparent to a casual observer in the house that she was occupying, as well as from her personal appearance, that she was in very reduced circumstances? A. I never saw her or one of her children that

282 they were not dressed better than I.

Q. That does not answer my question. A. Well, you asked me about dress.

Mr. FULTON (to examiner): Read the question.

Examiner reads foregoing question.

A. I have answered it.

Q. You have no further answer to make than the one already made? A. That is all I have to answer.

Q. You state in your examination in chief that if the Union depot was not going up in the neighborhood where this property is located there would be no suit. Why did you make that declaration? A. Because the property wasn't worth it. As soon as ever it got valuable and worth something why of course—

Q. (Interrupting.) You mean this suit began? A. Yes.

Q. Do you know when the bill was passed by Congress putting the Union depot in that locality? A. I don't remember the exact

date. I know about the time of its being argued in Congress about two years.

Q. Do you know that bill didn't pass Congress until the spring of 1903? A. No. But I know it was presented to Congress a long time before that.

Q. I asked you if you knew that the bill didn't pass until the spring of 1903? A. I don't know whether it was passed in 1902 or '3. I know it was up there—the bill before Congress.

Q. Mr. Slater, do you know that the complainants or some of them filed a declaration in the office of the recorder of deeds  
283 in June, 1901?

Mr. MITCHELL: I object to the question as immaterial and irrelevant.

A. I did not.

Q. When did you first learn of that act on their part?

Mr. MITCHELL: I submit that this is immaterial because of the fact that such a declaration is not such notice as that any persons would be bound to inquire, within the scope of the recording acts in giving notice of the contents of a paper filed.

A. I heard it from Mr. Edwards over there in his office when he was taking testimony.

Q. You didn't know it until the taking of testimony in Mr. Edwards' office, in this suit? A. That is right sir.

Q. Are you positive of that? A. Perfectly positive of it sir.

Q. Had or had you not, made answer to the bill filed in this suit before the taking of the testimony you referred to? A. Yes, I made answer to it.

Q. Now, don't you know that the bill filed in this suit states the fact that the complainants had filed such a declaration in the recorder of deeds' office? A. I don't remember it in that bill. I do remember it very plainly over there.

Q. But you are still positive that you didn't know of the filing of this declaration in the office of the recorder of deeds before the taking of the testimony in this suit in Mr. Edwards' office? A.  
284 That is the first time I have any recollection of it.

Q. Mr. Slater, you knew that this suit was filed against you and your wife and others in November, 1902, did you not? A. I knew there was a bill filed. I don't just remember the month.

Q. Now being informed Mr. Slater, that the complainants in this suit filed a declaration in the recorder of deeds' office in June, 1901, wherein they declared this conveyance to you was obtained from them by deception and was therefore void; and being informed further that the bill was filed in November, 1902, against you, your wife and others to have the transaction, or the conveyance therein referred to set aside; and knowing that the bill locating the Union depot in the locality where this particular property is located didn't pass Congress until the spring of 1903, do you still insist that if this

depot had not been located there there would have been no suit brought by these complainants? A. I certainly do because of the fact that I got a letter from Mr. Edwards stating that he would like to have a compromise with me—stating that I had done these things with others. I didn't even answer it. It was about twelve months after that before he entered suit or it seemed to me about twelve months.

Q. You say you paid no attention to that letter of Mr. Edwards?

A. I certainly said so.

Q. Then these complainants before they filed suit were willing to settle this matter with you without suit? A. Mr. Edwards  
285 wrote me to come and see him. He wanted to——

Mr. FULTON (interrupting): I object to the witness stating the contents of the letter and call for the production of it.

A. I tore the letter up.

Mr. MITCHELL: I suggest that he has a right to answer the question of counsel for the complainants and that he was answering in the proper way.

A. Mr. Edwards wrote me to come and see him. That he had a case in which I had undertaken to defraud children but if I would come and see him we could settle it but I tore it up. I wouldn't go to see any such person.

Q. You declined to treat with Mr. Edwards entirely? A. Absolutely.

Q. Did you go to see any of these complainants with the view of making settlement before suit was filed? A. I did not, before nor after suit.

Q. Notwithstanding the fact that you had this property that you have testified was not worth more than \$600 at the time you got this letter——

A. (Interrupting.) Over \$800.

Q. —over \$800, because the Union Depot site was then not fixed and although you had this letter from Mr. Edwards, who was the attorney for these complainants, asking you to call and see him with respect to any claim they had on or against the property, you refused to treat with them or their attorney and preferred to hold property of such little value?

Mr. MITCHELL: I object to the question on the ground that it is argumentative, immaterial and irrelevant and calls for testimony relating to a compromise or settlement of a suit.

A. I considered I owned the property. I bought it and  
286 paid for it. There was no fraud. It was as clean a transaction as ever made and for that reason I had no compromise to make.

Q. You knew at that time, as well as ever since at least May 28th, 1898, that there was at least one minor child who had joined in that.

deed and who had not since ratified and confirmed that. Do you mean now, in the light of your last answer, that you were not willing to treat with Mr. Edwards who represented that minor child for at least his interest or to treat with him with respect to the same?

Mr. MITCHELL: I object to the question because of the fact that if anything appears from this record in this case the fact is clear that the minor child of whom Mr. Slater had knowledge became of age long after Mr. Edwards suggested this compromise and therefore could not ratify and confirm the contract which he had made with Mr. Slater.

A. Well, I knew that that one, as Mr. Mitchell just stated wouldn't be twenty-one for some time and that if he wouldn't ratify a thing that he had done and taken money for, that he wouldn't do it any more then.

Q. Mr. Slater, you have testified that at the time the deed was executed that only one of the complainants was under age. Do you still adhere to that fact or statement? A. Of course I do.

Q. Will you please state when you and your wife, Mattie R. Slater, became advised of the fact, if you did become so advised, that more than one was under age at the time the deed was executed. A. I think it was about a year ago, in that letter from Mr. Edwards. I think he claimed they were under age.

Mr. MITCHELL: That is, you mean all three now claimed  
287 were.

A. Yes.

Q. So that is the first time your wife learned of the fact that there were more than one child under age? A. That is the first time she knew any of them were under age. I never told her about any of them being under age.

Q. Now Mr. Slater, isn't it a fact that because of the majority of these complainants being under age at the time the deed was made you claimed that the \$150 cash payment and the Skidmore judgment was a fair consideration, cash consideration, for you to turn over to Mrs. Rudderforth? A. No, sir; I think they were all of age excepting one. If I had known to the contrary I would never have touched it. Not for a fifty dollar bill.

Q. And the fact that there were so many of these children minors at that time wasn't of any consideration to your wife in the matter of what was paid to Mrs. Rudderforth?

Mr. MITCHELL: I object to the question on the ground that it has not appeared in evidence that the wife of Mr. Slater paid any consideration. It has clearly appeared that the consideration was paid by Mr. Hufty and Mr. Bride and those gentlemen were respectfully reimbursed by Mrs. Slater or her agent.

A. I never told my wife that the one they told me was under age. She never knew about their being under age.

Q. That doesn't answer my question directly Mr. Slater? A. As directly as I know how to answer it.

Q. (To examiner :) Read the question.

Examiner read question to witness.

A. I have answered that.

288 Q. Then at the time this deed was executed by Mrs. Rudderforth and the children the fact that any child or any children were under age was not taken into consideration at all by you or your wife in determining what you would pay for the property? A. They told me there was one under age. He told me that he was perfectly satisfied and that he would ratify it when he became of age and I thought of course that his statement was honest and that he would abide by it and I took it as if he was twenty-one.

Q. That doesn't answer my question. A. That is as near as I can answer it.

Q. If all these children had been of age at the time the deed was executed you would not have paid any more money than you did pay to Mrs. Rudderforth? A. Not a cent more.

Q. Now Mr. Slater I read to you from paragraph two of your wife's answer, to the rule to show cause, the following: "In view of the condition of the title, the amount of taxes due thereon with the penalties and costs, the judgment against the said Emma Rudderforth which was paid by respondent, and the further fact that three of the children represented by the said Emma Rudderforth were minors and could only make a contract which might be ratified or avoided on their reaching the age of majority." Do you mean to say now that your wife didn't know and you didn't know at the time that the deed was executed there were three of these children minors?

Mr. MITCHELL: I object to the question on the ground that the paper writing there is not a paper signed by this witness and the further fact that the clause quoted is argumentative clause of  
289 counsel for the respondent in her answer to a rule asking for the appointment of a receiver.

A. I absolutely didn't know it nor she didn't know it.

Q. If I understand your answer, Mr. Slater, to my last question, that portion of your wife's answer to the rule to show cause which I read into my last question is not correct? A. My wife didn't know anything about it at all. I told you that. I didn't either until they answered the bill.

Q. Your wife, in the said answer to the rule to show cause in this suit, over her own signature and oath, swears or states that in view of the fact that three of the complainants were minors at the time the deed was executed, she regards the price paid to Mrs. Rudderforth as a fair one—I repeat the question—do you now say that she didn't know and you didn't know, at that time, that three of the children were minors. A. Do you mean at the time——

Q. (Interrupting.) At the time the deed was executed? A. I emphatically say no.

Q. Were you present with your wife's attorney when this answer to the rule to show cause in this suit was prepared? A. I think I brought my wife down here to sign it.

Q. Was it upon the information which you personally gave to your attorney or the information your wife gave to the attorney or the information you both gave personally to your attorney that your wife's answer to the rule to show cause was prepared? A. It was from what he could get from their suit he was an-  
290      swering.

Q. Do you mean that your attorney and your wife's attorney relied upon information that he got from the bills filed in this suit including the exhibits thereto, in preparing this answer? A. Absolutely so. From what else would they prepare it.

Q. Do you mean that this part of your wife's answer which I have read to you was an assumption on the part of your attorneys and not on information in yours and your wife's possession or both? A. Absolutely so. He answered that bill over there in the court that they sued on.

Q. Your wife swears in this answer that the facts therein stated upon her own knowledge are true and those stated upon information and belief she believes to be true, and among other facts set forth and declarations made in this answer she says that at the time Mrs. Rudderforth and her children executed the deed on May 28th, 1898, she knew that there were three of said children represented by their mother, Emma Rudderforth, who were minors, and could only make a contract which might be ratified or avoided upon reaching the age of majority. You know such declarations are not true? A. I now say that she was told that she was to answer to that bill to the best of her knowledge and belief, and she would have to sign it. So she did.

Mr. Mitchell offered in evidence without objection package of tax bills and certificates which were marked by examiner "Exhibit J. G. S. No. 2."

Thereupon session adjourned to Tuesday, September 1st,  
291      1903 at two o'clock, p. m.

JOHN G. SLATER.

Subscribed and sworn to before me this 29th day of September  
A. D. 1903.

J. WALTER WHEATLEY,  
*Examiner in Chancery.*

TUESDAY, *September 1st*, 1903—Two o'clock p. m.

Met pursuant to adjournment at the office of Turner and Mitchell, solicitors for respondents, No. 501 D street, northwest.

Present on behalf of the complainants: Creed M. Fulton, Esq.

Present on behalf of defendants: F. Edward Mitchell Esq.

Whereupon, JOHN G. SLATER was recalled for further cross examination.

Cross examination (continued).

By Mr. FULTON:

Q. Mr. Slater, you stated something about the house being vacant a great deal of the time. Can you approximate the time that the house was vacant from the time you obtained possession of it, May 28th, 1898, down to the beginning of the present vacancy? A. It has been vacant every day nearly of this year.

Q. My question does not relate to the present year but to the beginning of the present vacancy. A. I do not know.

292 Q. Do you remember the different names of the tenants to whom the house was rented since you got it in your possession? A. I don't know one of them.

Q. Have you no idea at all as to the length of time the house was vacant, excluding the period of the present vacancy? A. I don't know.

Q. You took possession of the house, did you not, soon after May 28th, 1898? A. I think it was in July that I took possession, if I am not mistaken.

Q. You received for the time it was occupied the sum of \$8.30 per month, the .30 being for water rent. A. That is right. Mr. Leipold has given you every item of rent that was taken in.

Q. Now as a matter of fact, Mr. Slater, that house has not been, prior to 1903, vacant for any great portion of the time, has it? A. You can count and see the exact months it was vacant from the money Mr. Leipold collected from it.

Q. Mr. Leipold's statement show- that there were \$439.90 in rent collected including the water rent, and turned over to you and Mr. Bride. Dividing that amount by \$8.30 per month would give you 53 months or a period of four years and five months that the house was actually rented and occupied. That being the fact Mr. Slater, do you mean now to insist upon the proposition that \$600 was a good price for that property at the time you purchased it? A. I do so. That \$600 was a good price for it.

293 Q. Upon what do you base your valuation of it if you do not base it upon the rental value of the property? A. Upon its location and surroundings.

Q. Is that the only basis? A. Yes, sir; because there is some property in this town that will bring 15 % that you couldn't get

the property sold for the price of the property at 3 %. They wouldn't want it. Alley properties. Properties like that nobody wants and very few people will buy.

Q. Do you realize, Mr. Slater that this property was paying on the amount of rents derived upon your valuation nearly 19 %. A. I bought ten houses from Mr. Heald, partner of Worthington and Heald for \$1500 that were renting for \$50 a month, in the north-west, because it was alley property.

Q. You don't mean to say that is an average property? A. I mean to say alley property and property located like that wan't sell.

Q. You stated that the property you bought from Mr. Heald was alley property? A. Yes, sir.

Q. Did you buy that at private or public sale? A. Mr. Heald bought it at public and I bought it at private sale.

Q. Was the Heald property you speak of alley property? A. It was.

Q. Is that Rudderforth property alley property? A. It is worse located than alley property.

Q. Why? A. Because of the railroads both sides of it and the street closed up in the middle of First street.

294 Q. If that was such undesirable property what was your idea and reason for trying to get hold of it and buying it, Mr. Slater? Q. I am one of the few people that will buy alley property and badly located property when I think I can sell it and make something on it. You can't go to the loan and trust companies and borrow on these properties, anything at all. They won't loan on them.

Q. The other day I asked you what you paid for the cancellation of the taxes in arrears on the property, at the time you bought Mrs. Rudderforth's interest and took the property subject to such taxes. Will you please state what that was? A. For the certificate, do you mean?

Q. No, sir; for the cancellation of the taxes in arrears? A. I paid \$125 for the deed. At least my daughter did.

Q. What did you pay for those taxes in arrears that you took it subject to—the twenty years' taxes? A. I paid for that deed which cancelled them.

Q. You never had a decree of court or order of the Commissioners or the collector of taxes to mark them settled or cancelled over there? A. They are all marked settled.

Q. How did you procure that Mr. Slater? A. By getting the District government, the District Commissioners to order the same.

Q. How much money, if any, did you pay for that? A. I gave about four years' work in studying how to do it.

Q. Well, that was upon the general subject of taxes was it not and not upon these particular taxes? A. It was upon knowing how to get taxes off.

Q. So that the knowledge which you thus acquired from your in-

vestigation of that subject you have used upon all purchases at tax sales as well as on this particular piece? A. Yes, sir.

Q. And you knew Mr. Slater, at the time you went to Mrs. Rudderforth on May 25th, 1898, that you could get those twenty years' taxes in arrears cancelled and how to get it done, didn't you? A. Yes, sir.

Q. And you knew at that time that you and Mr. Belvin of Richmond had acquired the tax certificate on the property by reason of which you would in the course of a year or so be able to get rid of the taxes in arrears on that property? A. I did. Just as I did with the Heald piece. I bought it subject to taxes.

Mr. MITCHELL: Just as you have done with a number of others.

Mr. FULTON: Never mind about that Mr. Mitchell. I object to you making suggestions to the witness.

Q. And consequently when you took the property subject to those taxes that was of very little consequence to you as you knew you could get rid of them in the way already indicated, could you not?

A. It was of a great deal of consequence to me because as I stated I had given four or five years of my work in knowing how to do that and it was getting that class of work for some of the biggest men in town, such as Worthington and Heald, and Mr. Leighton that I did, and my work to do those things was equal to that of any  
296 other professional man to do his particular work.

Q. You therefore knew, Mr. Slater, when you called on Mrs. Rudderforth and she accepted your proposition that you were acquiring that property for probably \$150 or \$250 in actual cash?

A. I paid out more money than that.

Q. For the acquisition of the property, how much more? A. I paid \$125 for that certificate.

Q. You didn't know at time you made the proposition to Mrs. Rudderforth that you had to pay that, did you? A. I certainly did not.

Q. Then you expected to get the property for about \$200 did you not? A. I didn't, for it would certainly cost me over \$200 for to cancel those taxes if he was to get one half that I made. There were \$436 in taxes.

Q. Now, as a matter of fact, Mr. Slater, wasn't this deal then made with Gillam so as to get rid of paying one half of that \$436 to this Mr. Belvin? A. No, sir; I never was guilty of undertaking to do anything that wasn't straight, but I would rather have given Belvin the whole of the amount of the taxes than to have given Mr. Gillam ten cents.

Q. Well, upon that theory, if there was nothing of that kind in the Gillam deal, did you conclude that this Mr. Belvin was entitled to one half of the taxes, when from your previous testimony he was to simply get one half of the profits derived from that property?

Q. Mr. Belvin was to have had one half of the profits of any pieces

297 of property I was to buy providing he kept the certificates but he sold some and therefore didn't have the deeds to turn over to me.

Q. Now if I understand your answers Mr. Slater you paid this \$125 for the Gillam deed, and you paid \$150 to Mrs. Rudderforth. How much did you pay for the Skidmore judgment? A. I just don't remember exactly what I did pay for that Skidmore judgment.

Q. Did you pay anything for it Mr. Slater? A. Well, there is the judgment for itself. There is the judgment which I agreed to put in. It shows for itself, \$55.

Q. Is that the only answer you have to make to the last question I asked? A. Nobody has been in the habit of going around getting me anything. Therefore I paid for the judgment.

Q. Is that all the answer you have Mr. Slater. A. That is all the answer I have got, sir.

Q. Mr. Slater, you stated the other day that the property was vacant a great deal of the time, every two or three months tenants would move out and you had trouble not only in getting them but in keeping them? A. That is a fact.

Q. Well, now, as a matter of fact, doesn't the rent account as it appears here show that that house was actually occupied for four years and five months. Now, taking your statement that you got possession of it in July, '98, four years added to that time would bring it down to July, 1902, and five months added to that would bring it down to December, 1902, that the house was actually occupied and rent paid for it. Do you mean now to say that the house

was vacant a great deal of the time previous to 1903. A. I mean now to say that Mr. Leipold's statement shows that he had four or five, possibly six different tenants there and after each one of them I had to repair and fix the house.

Q. My question now relates not to the repairs but to the length of time the house was vacant previous to 1903, after you got it in your possession? A. I have stated that I never rented the house nor looked after the rents but Mr. Leipold did, and his statement showed that it had at least five or six different tenants and of course each time when the parties moved out the house was vacant and he had to get other tenants for it.

Q. And Mr. Slater you have stated that the house was not only vacant now but had been for a long time and that it was vacant a great deal of the time previous to this present period of vacancy. I want to know now if you are not satisfied that your memory was inaccurate in that proposition from the rents collected on that house? A. I am not, because as I just stated his own witness who rented the house for me stated that he had a good many tenants. I couldn't keep the days and weeks of the house that I didn't rent myself.

Q. How do you know but that one tenant moved in as quickly as another moved out, if you didn't look after the matter. A. Because I always got notice from him to send there and fix up

and I would send and have it fixed and send him back the case and pay no more attention.

Q. How do you know that it was not immediately occupied after you fixed it? A. That may have been. It may have been occupied the very next day or three days afterwards but when in  
299 each instance you know you have got to fix up for new tenants you find it very expensive. If a man has got a piece of property and he has got to have a different tenant twice a year he has got no profit in it.

Q. As a matter of fact, from the amount of rent collected or the amount of monthly rental derived, are you now satisfied that there was very little time elapsed between the moving out of one tenant and the moving in of another, up to the present period of vacancy?

Mr. MITCHELL: I want to here enter an objection to these questions. The whole line of cross examination being indulged in by counsel on the ground that it is certainly not responsive to the examination in chief and clearly calls for answers from this witness which he has already testified to over and over again that he has no knowledge of but refers to the testimony of Mr. Leipold, the agent of this property, who was called on behalf of the complainants.

A. I don't know because I didn't rent the house.

Q. If you do not know—if you did not know at the time, why did you make the declaration that the house was vacant so much?

A. Because of his own witness stating on the stand that he had five or six tenants and I never saw property get occupied in a day or two days yet around locations like that and the fixing up of the house each time a tenant would move out.

Q. You have stated Mr. Slater, something about the fixing up of the house as if it had amounted to a great deal and yet from your own testimony, to-wit, the testimony you gave at the last session on  
cross examination, outside of the \$75 which you expended  
300 immediately after you got possession of the property, you had not expended more than from \$40 to \$65 in repairs, made up in this way: In your cross examination Saturday you stated that you had James H. Marshall to do all the repairing on that house except one colored man by the name of Shepherd; you stated that when Marshall first repaired the house you paid him some times \$6 sometimes \$10; you stated that you paid Shepherd \$4.50 or \$5.50. Now it appears from your testimony that the house was not vacant more than from four to six times. This being true these repairs would not aggregate more than from \$40 to \$65. How do you now account for having paid out \$300 for repairing that house?

Mr. MITCHELL: I object to the question on the ground that it assumes a statement of the testimony of this witness that does not contain the whole of his testimony on the subject of repairs.

A. I never made a statement that I only had Marshall three or four times to fix that house and paid him four or six dollars each

time but I did say that I had paid him four to six dollars a good many times and sometimes more than that.

Q. About how many times did you pay him four dollars Mr. Slater? A. That I don't remember.

Q. About how many times did you pay him six dollars for repairing the house? A. That I don't remember.

Q. Well, would you say that you had paid him four dollars as much as twice for repairing the house, or three times? A. I don't remember the times, I didn't keep any record—

301 Q. (Interrupting.) What is your best recollection—what is your judgment? A. I didn't keep any account of it. I thought the property was absolutely my wife's and each time when I have had notice of any property that needed repairing I have had it done right away. I did so with that piece.

Q. Have you no idea as to whether you paid him six dollars more than two or three times for fixing the house? A. I don't remember.

Q. You never kept any book or memorandum at all of any of these payments, Mr. Slater, on this property? A. I have done a business here gentlemen, in this town, of over \$350,000. a year and never kept a book account. My deposits in the National Metropolitan bank were \$999,000 and I never kept a book account.

Q. You paid by check? A. Check and cash.

Q. In this case how did you pay? A. Those little things I always pay by cash.

Q. You mean to say that you didn't keep any account of expenditures made on all the different properties you have to do with, Mr. Slater, so that you are able to say how much money you have expended on each piece and how much you have collected? A. I didn't keep any book account at all.

Q. Mr. Slater, it may be or may not be, I can't tell; I guess it is in the record and may be of some consequence in the future. Your wife tells in her answer that she knows she owns \$10,000 worth of property in this District. Does that property consist of real estate or personalty?

Mr. MITCHELL: I object to the question on the ground that it is not responsive to the examination in chief and so far as this  
302 witness and defendant is concerned it is immaterial and irrelevant.

A. Yes. She owns it in real estate.

Q. Is that property unincumbered or incumbered? A. She has \$10,000 absolutely clean and clear.

Q. What piece of property is that? A. The home she lives in is worth more than \$10,000.

Q. Is that the piece you refer to as clean and clear? A. That is one piece that is clean and clear.

Q. Do you know William E. Poulton? A. I do sir.

Q. Did he represent you in connection with these tax sales now or any time past?

Mr. MITCHELL: I object to the question on the ground that his employment as to any other tax sales than the tax sales in this controversy is immaterial and irrelevant. I have no objection to the question as to the particular tax sale involved in this controversy.

A. Mr. Poulton wrote to Mr.—Mr. Poulton dealt with Mr. Ridout as to buying the Gillam tax deed. Mr. Poulton thought he was representing Mr. Frank T. Rawlings and he got Mr. Frank T. Rawlings' check to pay for it.

Q. My question is did he represent you or your wife, Mattie R. Slater? A. No, sir; I got him to do it and he thought he was doing it for Mr. Rawlings.

Q. You employed him? A. I got him to do it.

Q. And by the manner in which you proceeded to bring him into the case he was led to believe he was being employed by Mr. Frank T. Rawlings? A. That is right sir.

303 Q. How much was he paid for his services in that matter, Mr. Slater? A. He hasn't been paid anything.

Q. The check which he received from Mr. Rawlings, didn't he get some portion of that for his services? A. Without Mr. Ridout gave it to him. I don't know anything about that. He got just absolutely the check for \$125.

Q. Did he get some portion of that \$125? A. I don't know, but I don't believe he did.

Q. What were you to pay him to represent, as he thought, Mr. Rawlings, in getting that deal through? A. There was nothing specified as to that part.

Q. Is he a relative of yours? A. He is not.

Q. You say you haven't paid him anything as yet? A. That is exactly what I said.

Q. You furnished Mr. Rawlings the \$125 that was paid over to Mr. Ridout for the Gillam deed? A. Didn't furnish him anything. He gave me his check for the \$125 of his money.

Q. You have paid that back? A. By giving him other collaterals to hold, I have.

Q. Have you paid him at all as yet? A. With other collateral, I have.

Q. Mr. Slater, you have already testified that you paid \$125. Now it appears you have not paid it? A. Mr. Rawlings paid it, I stated from the first. I say so yet.

304 Q. Did that \$125 apply to one or more than one tax deal or transaction? A. It applied to that one transaction, the Marshall M. Gillam deed; given to Mr. Ridout.

Q. Mr. Ridout represented Mr. Gillam? A. Well, he got the deed from Mr. Gillam.

Q. How did he come to get it from Mr. Gillam? A. I don't know.

Q. Was he requested by anyone here to get it, to your knowledge? A. It seems to me your man was after the deed from Mr. Ridout and my man was after it from Mr. Ridout.

Mr. FULTON: Read the question Mr. Examiner.

Question read to witness.

A. Yes.

Q. Who requested him? A. Mr. Poulton did.

Q. And he proceeded to get the deed from Gillam at Mr. Poulton's request? A. Yes.

Q. How much was he paid for his services in that matter, Mr. Slater? A. Who do you mean?

Q. Mr. Ridout? A. By whom do you mean?

Q. Anybody? A. I don't know.

Q. How much was he to get for his services in procuring that deed? A. He wasn't to get anything that I know of.

Q. Do you mean to say that at the request of Mr. William E. Poulton he proceeded to communicate with Mr. Gillam and secure that deed without charging and deliver it to Mr. Poulton,  
305 Mr. Rawlings or yourself and get nothing for his services? A. Nothing that I know of.

Q. Was it understood—did you so understand it that the \$125 covered all the expenses, including his attorney's fee, to be incurred in securing that deed? A. I understood that I had to give Gillam \$125.

Q. How did you happen to get Mr. Poulton to go to Mr. Ridout and secure him to get the deed instead of getting it yourself personally? A. Because Mr. Poulton knew Mr. Ridout as a lawyer and I didn't want to be known in the matter.

Q. Why didn't you want to be known in the matter? A. Because Mr. Gillam and I were not the warmest friends.

Q. Where does Mr. Gillam live? A. Richmond.

Q. Was that the only reason why you didn't go and approach Mr. Ridout personally? A. I would have written direct to Mr. Gillam for it if it hadn't been—

Mr. FULTON (interrupting): Read the question again, Mr. Examiner.

Question read to witness.

A. Now I say I would have written direct to Mr. Gillam if I had.

Mr. MITCHELL: Answer the question by yes or no if you can.

A. Well, I will say yes.

Q. Wasn't this the reason, Mr. Slater, for you not going to Mr. Ridout personally; that there was a contest between you  
306 and the Rudderforth heirs through Mr. W. Walton Edwards, to get that title from Mr. Gillam, and you didn't want them to know and hence employed Mr. Poulton; that you were trying to prevent them in that way from securing it. A. I didn't know they were after it until Mr. Poulton learned it there and told me.

Q. How did Mr. Poulton come to go to Mr. Ridout about this thing since Mr. Poulton is an attorney at law here? A. Well, I sent him.

Q. And why did you send him to Mr. Ridout instead of somebody else or have him communicate with Mr. Gillam? A. Why does anybody employ you? I just sent him because I wanted to have the transaction done.

Q. What relation was there at that time between Mr. Ridout and Mr. Gillam and this particular property? A. I don't know.

Q. What reason did you have for getting Mr. Poulton to go to Mr. Ridout? A. I knew that Mr. Ridout had done some business here for Mr. Gillam.

Q. Now, when and how did you learn that the Rudderforth heirs were after this property through Mr. Ridout? A. Through Mr. Poulton telling me so from going to Mr. Ridout.

Q. Did he tell you that after his first visit to see Mr. Ridout? A. He did not.

Q. When did he tell you that first? A. Not until after his dickering with Mr. Ridout first.

Q. Mr. Ridout told him the other people offered \$120?  
307 A. Something over \$100. I don't remember the amount.

Q. Whereupon you offered \$125? A. That is right.

Q. Why were you not willing, Mr. Slater, for these heirs to purchase this property? A. Because I had given about four years of my work to the tax question and had bought the property from them and paid them for the same and wanted the tax certificate to cut off the taxes.

Q. When did this occur, to the best of your knowledge, that they offered \$120 to Mr. Gillam? A. Sometime this year. I don't remember the month?

Q. After suit was brought? A. Oh, yes.

Q. You knew then at the time Mr. Poulton was sent to Mr. Ridout that these children were claiming this interest in the property, suit having been brought by them to recover it? A. Yes, sir.

Q. And you offered \$125 to prevent them from getting that tax deed from Mr. Gillam for the property? A. Yes.

Q. You — at the time, Mr. Slater, of your own personal knowledge, when you got the deed of this property from Mrs. Rudderforth, that at least one of her children was under age and had never, up to this transaction with Mr. Ridout, ratified or confirmed his act? A. Yes.

Q. And you still undertook to prevent him from acquiring any interest in this property by the purchase of the Gillam deed? A. It was to prevent anyone.

308 Q. You knew that boy had never gotten one penny from the sale of that property to you?

Mr. MITCHELL: I object to the question on the ground that the witness has over and over again said that he paid the money to the mother for the benefit of all and that it is unfair for counsel to assume that this witness knows that that mother did not give each child his or her share or use it for their benefit.

Mr. FULTON: Mr. Fulton states that counsel is evidently in error

as to the record and that he will not undertake to repeat the record here as it is already made and speaks for itself.

A. I know that he told me to give it to his mother and I did give it to his mother.

Q. Mr. Slater, you have testified that when you called to see Mrs. Rudderforth there was one daughter at home who took you into the room where her mother was and this daughter soon left leaving you and Mrs. Rudderforth together, when you made her the proposition; is that correct? A. That is so sir.

Q. You never saw her then from that time until the 28th day of May, when she called at your office; is that right? A. I think that is right sir.

Q. When she called, on the 28th day of May, 1898, at your office, you had prepared and ready for its execution by her and her children, the deed; is that right, Mr. Slater? A. No, sir.

Q. When did you prepare that deed? A. Prepared that  
309 deed after they came there and I had made arrangements with them.

Q. You had made this offer of the \$150 and the Skidmore judgment when you went to Mrs. Rudderforth? A. I had made that offer, sir?

Q. And when she came up to your office on the 28th she told you she would accept, did she not? A. Yes. She and all the children, every one of them.

Q. I believe that you testified that you never paid a single one of the children a single penny on account of that transaction? A. That is right.

Q. I believe you also testified that you had no agreement with any one of them or with them to pay them or either of them a particular sum of money for their respective interests; that is right, is it? A. I had an agreement with them all to pay \$150 and the Skidmore judgment of \$50 and some cents.

Q. But you had no agreement with any one of them to pay a particular sum to anyone for his or her interest? A. Not to divide it up; no.

Q. Your wife says, at that time, she knew there were three of the six children under age—— A. That is what Mr. Mitchell said in the answer.

Q. Your wife in her answer to the rule to show cause in this suit says that, Mr. Slater? Why do you say Mr. Mitchell said it? A. Because Mr. Mitchell got up the answer and he said she would have to answer that to the best of her knowledge and belief.

Q. And she answered in that way, did she? A. She did so, sir.

310 Redirect examination.

By Mr. MITCHELL:

Q. Mr. Slater, in the sale of the tax certificate by Mr. Belvin, did he make that sale with your knowledge and consent? A. No, sir.

Q. Did he ever account to you for half of the profits of that sale?

A. He did not.

Q. In 1898 when you called upon Mrs. Rudderforth was it possible for Mrs. Rudderforth or her children to cut off those twenty years' taxes without payment, except by this certificate?

Mr. FULTON: Mr. Fulton objects to that as being immaterial so far as the issues in this case are concerned; irrelevant to the issues.

A. No other way to get them off except by payment in spot cash except by that certificate.

Mr. FULTON: I withdraw my objection to that question. You can strike it out if you want to.

Q. When did you make your arrangement with Mr. Hufty to get the money for the purchase of this property? A. Before I made the transaction.

Q. Do you mean by that before the 28th day of May? A. Yes; if I bought it.

Q. Did or did you not, call on Mr. Hufty prior to the 2nd or 3rd day of June, for the money, when you paid it over to Mrs. Rudderforth?

Mr. FULTON: I object to the cross-examination of his own witness and more particularly because the witness has stated that he called upon Mr. Hufty and made arrangements for the money 311 & 312 before the 28th day of May, 1898.

A. I don't think I did.

Mr. MITCHELL: That is all.

No redirect examination.

Adjourned subject to agreement of counsel or notice.

JOHN G. SLATER.

Subscribed and sworn to before me this 29th day of September, A. D. 1903.

J. WALTER WHEATLEY,  
*Examiner in Chancery.*

\* \* \* \* \*

WASHINGTON, D. C., Sept. 28, 1903—  
Monday, at 3 o'clock p. m.

Met, pursuant to adjournment at the office of W. Walton Edwards, Esq., Equity building, No. 319 4½ street, northwest, on the date above indicated to continue the taking of testimony on behalf of the complainants in rebuttal.

Present: W. Walton Edwards, Esq., and Mr. Creed M. Fulton counsel for the complainants. F. Edward Mitchell, Esq., counsel for the defendants.

Whereupon JOHN F. DAY, a witness of competent age, called for and on behalf of the complainants in rebuttal, being first duly sworn according to law, was examined and testified as follows:

Direct examination.

By Mr. EDWARDS:

Q. Please state your full name and residence? A. John F. Day; I reside at No. 931 New Jersey avenue.

Mr. MITCHELL: I want to ask counsel for the complainants on the record if he intends to waive the cross examination of James H. Marshall.

Mr. EDWARDS: Counsel for complainants states that he insists on the cross examination of James H. Marshall, but will appear and cross examine him at any time he, counsel for the defendants, produces him; that the last time counsel for the defendants set for the cross examination of Marshall counsel for complainants were  
314 present, but the said witness was not produced for the reason, I am informed, of the illness of counsel for the defendants.

Mr. MITCHELL: Counsel for defendants wishes to state on the record that he objects to any testimony in rebuttal until such time as he is enabled to announce that he has closed his case.

The defendants' counsel announces the case closed, having held it open for the cross examination of the witness Marshall, and wishes further to state that if rebuttal testimony is proceeded with that he, witness Marshall, will not be produced unless an order of the court be first obtained.

Mr. EDWARDS: I wish to state on the record that unless the witness Marshall is produced for further examination we shall object to his deposition being read at the hearing.

Mr. EDWARDS: Counsel for complainants insists on going on with the examination of the witnesses in rebuttal, for the reason that it is desired to have this cause calandared for October term, and that a further delay would prevent it from being calandared.

By Mr. EDWARDS:

Q. Mr. Day, where do you reside? A. No. 931 New Jersey avenue, northwest.

Q. Are you acquainted with the Rudderforth people? who formerly lived at No. 815 First street northeast? A. Yes, sir.

Q. How long have you known them? A. I have known them about twenty years.

315 Q. Are you acquainted with the property at No. 815 First street, northeast? A. Yes, sir.

Q. How long have you been acquainted with it? A. By residing next to it all my life.

Q. About how old are you? A. I am thirty five years old.

Q. Mr. Day, within the past ten years, have you noticed any one

having done any painting on the house, especially the front of the house? A. No, sir.

Q. If there had been any painting there, would you have noticed it?

Mr. MITCHELL: Objected to as leading.

A. I would have seen it if there been any painting work there; I am quite sure that it has not been painted on the front for the past ten years; I have seen no painting done there whatever within the past ten years.

Q. Have you been inside, in the interior of the house, within that time? A. No, sir.

Cross examination.

By Mr. MITCHELL:

Q. When did you move away from that neighborhood Mr. Day?

A. This last February, the 17th of February gone.

Q. While you lived there you never noticed any painting there?

A. No, sir, when I lived on First street I never noticed any painting there.

316 A. No, sir.

Q. Did you ever notice any other painting in the neighborhood? A. Oh, yes.

Q. What houses in the neighborhood have been painted within the last eight or nine years? A. Well, very nearly all along the street; one along the street there within the last two years.

Q. Within the last two years? A. Yes, sir, Mrs. Lyons.

Q. What other houses have been painted recently along that street? A. The Babbington house across the street.

Q. What time was it painted? A. I never took any notice of the time.

Q. Did you say every other house along the street has been painted recently? A. I said about every one.

Q. What others besides these two houses? A. Miller had his houses painted.

Q. Can you think of any others? A. I never took any particular notice of what houses were getting painted along there.

Q. You never paid any attention to the painting of the houses?

A. I paid attention if I had seen them painted.

Q. Do you know when every house in the neighborhood, when it was painted? A. I might recall if I sat down and thought.

317 Q. Do you remember that the Rudderforth house was painted? A. No I do not.

Q. You say you are a friend of the family? A. I have known them ever since I was big enough to run around.

Q. You were next door neighbors and friends? A. Yes, sir.

Q. Did you ever talk with them about this case? A. No, sir.

Q. Never talked with any of them? A. No, sir.

Q. With whom have you talked about this case? A. I did not know about this case until one day this week, and after that I did not know anything about it until to day.

JOHN F. DAY.

NOTE.—I hereby certify that \$1.25 was paid to Mr. John F. Day by Mr. W. Walton Edwards, counsel for the complainants.

WILLIAM H. SHIPLEY,  
*Examiner in Chancery.*

Subscribed and sworn to before me this 15 day of October, A. D., 1903.

WILLIAM H. SHIPLEY,  
*Examiner in Chancery.*

318 Thereupon BENJAMIN R. NEALE, a witness of competent age, called for and on behalf of the complainants in rebuttal, being first duly sworn to tell the truth, the whole truth and nothing but the truth relating to this cause, was examined and testified as follows:

Direct examination.

By Mr. FULTON:

Q. Please state your full name? A. Benjamin R. Neale.

Q. Where do you reside? A. 11th and E streets, northwest, this city.

Q. What is your business? A. Painter and paper-hanger.

Q. How long have you been in that business? A. 12 or 15 years.

Q. In this District? A. Yes, sir, in the District of Columbia.

Q. You are thoroughly familiar with the material and work in such lines?

Mr. MITCHELL: Objected to as leading.

A. Yes, sir.

Q. Mr. Neale, have you examined house No. 815 First street, northeast, this city recently? A. Yes, sir.

Q. When did you examine it? A. I examined it last week.

Q. Did you examine it carefully and closely?

319 Mr. MITCHELL: I object to the question as leading.

A. Yes, sir.

Q. Give the conditions you found the house in? A. You want me to give the condition of the house?

Q. Yes, state what condition you found the house in when you examined it? A. The house is in very bad condition at this present time, and the papering, if it was papered at all recently, was not put on the way it should have been put on; the walls were not pre-

pared the way they should have been prepared ; and also regarding the painting on the front of the house, if it was painted at all, was not painted as it should have been painted ; nothing was used to mix the paint but coal oil from the looks of the front ; from the looks of the house it has not been painted for ten or twelve years outside of the roof—that roof might have got a little bit of paint on it.

Q. Within a period of what time ? A. Well, the roof might have received a little paint within a period of ten years.

Q. What about the inside of the house ? A. The painting in the inside, if they call it painting, looks like it was mixed with coal oil and rubbed about in places.

Q. What about the plastering—you may state what condition you found the plastering in, in the inside of the house ? A. If the party who did the plastering calls it plastering, calls himself a plasterer, it is a very poor job. The condition of the plastering on the inside is very poor—it is a very bad job.

320 Q. Is the condition of the plastering bad or otherwise ?

Mr. MITCHELL : Objected to as leading.

A. The condition of the plastering is very bad.

Q. State what condition you found the wood work in ? A. Well, I found the wood work in that house when I examined it recently, very poor—it is in mighty bad condition.

Q. From the appearance and condition of that paint which you found on the wood work, what would you say as to the length of time it has been put on ? A. It looks to me, from the condition of the wood work in the interior of the house, that it has not been touched in the way of painting for the past ten or twelve years, may be longer than that.

Q. Outside how does it look ?

Mr. MITCHELL : Objected to as incompetent—the witness is not qualified as a carpenter and builder.

The WITNESS : I am speaking about the condition of the paint.

(By Mr. FULTON :)

Q. What condition did you find it in—just answer the question, Mr. Neale ? A. Yes, sir.

Q. How long would you say, Mr. Neale, since the wood work on the outside the house had been painted, if painted ? A. Well, fully ten or twelve years, if not longer from the looks of it.

Q. Now, did you find in the rooms in the house any patch  
321 plastering work ? A. Very little patch plastering work.

Q. But you did find some, did you ? A. Yes, sir.

Q. And you found out whether it had been, or had not been, white-washed recently ? A. Yes, sir.

Q. Did you examine the rooms that were not papered ? A. Yes, sir.

Q. Now, have you had any experience as to the cost of papering or white-washing rooms? A. Oh, yes; I have had that done—I have taken contracts for work, and had plasterers go ahead and fix up the work under the contract, for me.

Q. What is the size of the rooms in that house? A. Well, the size of them run from 10 to 12 — square; I did not measure them exactly.

Q. Now, as to the quantity of the patch of plastering in these unpapered rooms—how many square yards would you say of patch work was put in there? A. Well, the patch work that is there if a man really understands his business, he would go there and do the whole thing in about half a day.

Q. Would he do all the patch work which was done on that house in half a day? A. All the patch work as done on the house.

Q. Well, now, as one who has taken contracts for such work, what, in your judgment, would be a fair and reasonable price for the patch work in that house of the rooms not papered?

322 Mr. MITCHELL: Question objected to on the ground that the witness has not qualified as a plasterer, but says that he has other plaster-s figure for him. Therefore, he is incompetent to give figures.

A. Well, of course, as far as plastering is concerned, if I should take a contract to paper a house, and the house is in very bad condition, why I take the whole contract, and also the plastering contract too; I take the contract for papering and for plastering the house also. I would give the job to a man and would tell him after figuring it that I will give him so much to do all the work of plastering, but so far as the patching up inside of that house is concerned I am positive that it could have been done for one half a day's work.

Q. What would you consider a fair price for all the patch work which has been done in that house? A. Well, for the patch work in the house after what I have seen, a good price would be \$1.50.

Q. Now, for the white-washing for these three rooms not papered, what would you say would be a fair price for each room? A. To white-wash each room properly and give them two coats, and get a good job of white-washing, it would be worth about \$3., or \$1. a room.

Q. Well, could you tell whether two coats of white-wash had been put on those walls? A. I can tell by scraping the wall.

Q. Did you investigate that phase of it? to determine whether there had been one or two coats of white wash put on? A.

323 Yes, sir, I examined it, and it looked to me like there was only one coat put on those walls.

Q. And, taking into consideration the way the work was done, not only as to the white wash, but as to the plastering, and patches of the three rooms, what, in your opinion, would the work be worth

as it was done? A. As it was done, and in the conditions in which it was done, it was worth about \$2.50.

Q. Now, taking the room that was papered, in your judgment as a paper hanger, what would you say the paper on that room was put there how many years ago? A. Well, the way the papering was done and the job they did, and the way it now is, if it is what you would call a job, it would cost about \$4.04 \$4.50.

Q. You do not understand my question—I asked you when you think that papering was done in that room—how many years ago? A. Well, that papering, from the looks of it—it has been on there any way for at least ten years, if not longer.

Q. Now, why do you say that? A. Well, the condition that the room is in now at this present time.

Q. Describe that condition? A. Well, in one instance the walls were not scraped properly; the walls were not sized for the papering to be put on them, and the best paper that you could put on would not look right, because the walls were not scraped and sized—the papering was done right over the white-wash; you can just go there and pull the paper off as it does not stick, and then scrape the white-wash off.

324 Q. Was that room properly prepared when it was papered in your judgment? A. It was not. The walls should have been scraped and then sized before the papering was done.

Q. In your opinion it did not cost more than \$4.50 when it was papered? A. That is right.

Q. Did that estimate include the papering as well as the scraping and sizing? A. Yes, sir.

Q. Now, if that house has been painted within the last ten years, what, in your judgment, would be the cost of painting it as you found it was painted, if it was painted? A. Well, the painting as the house stands now, from the way it looked when I saw it, if you could call it painting, inside and out, you could do the whole thing for \$10.

Q. Inside and outside? A. Yes, sir.

Q. All the painting? A. Yes, sir.

Q. So that, in your opinion, the painting which has been done there, including the papering and plastering, within the past ten years, would not cost more than \$19.? A. That is right.

Q. You estimate the painting at \$10.? A. Yes, sir.

Q. How much for the patching or plastering? Q. \$1.50.

325 Q. \$4.50 for the papering? A. Yes, sir, and for white-washing \$3.00.

Q. Mr. Neale, it is claimed by the defendants that a new hydrant has been put upon these premises—you saw the hydrant that was there, did you? A. Yes, sir.

Q. Now, have you had any experience in purchasing, or pricing, such things? A. Yes, sir.

Q. Have you ever had any occasion to replace any hydrants for any parties you have worked for? A. Yes, sir.

Q. Now, from your knowledge of the cost of such things, what, in

your judgment, would be the cost of putting in a new hydrant such as that one? A. Well, as a rule a hydrant like that to plant it and furnish the hydrant would cost about \$10.

Q. You may state whether the rear end of this house is painted at all or not? A. No, sir.

Q. So that there was only two sides and an end that has ever had any paint upon it besides the roof? A. Yes, sir.

Q. You may state whether both of the sides of the houses were painted, or only one side? A. Only the front and the roof.

Q. The sides have not been painted? A. No, sir.

326 Q. And the rear end has not been painted? A. No, sir.

Q. So that it was the front of the house and the roof that had any paint on it? A. Yes, sir.

Q. You may state whether there are any hearths in that house or not? A. No, sir.

Q. Is that house a very old structure, Mr. Neale? A. Yes, sir, from the looks of it is has been pretty well delapidated.

Q. How many years would you say it has been since it has been built? A. Well, it has been sometime; I should judge it has been about 25 or 30 years; may be longer than that.

Cross-examination.

By Mr. MITCHELL:

Q. Where is your place of business, Mr. Neale? A. I am a painter.

Q. Where is your place of business? A. Well, generally I have my place of business at the room at the house where I am.

Q. Do you work for yourself? A. Yes, sir.

Q. Where is your house? A. 1011 E street, northwest.

Q. Where is your shop? A. I have the room where I am.

Q. Do you own the house or rent the house where you have  
327 your room? A. No, I just have a room there.

Q. You keep your stock in the room where you live, or have you another room for that? A. I have another room.

Q. You have two rooms then? A. Yes, sir.

Q. How long have you been in business for yourself? A. I have been in business now for twelve or 15 years.

Q. With whom were you in business? A. Clarence King, 14th and S.

Q. When did you go to this house on 1st street? A. I went to this house last week.

Q. Who was with you?

The WITNESS: Must I answer?

Mr. EDWARDS: Yes, certainly answer the question?

A. Mr. Edwards.

Q. He came to your place and got you to go out there with him?

A. Yes, sir.

Q. How long have you known Mr. Edwards? A. I have known Mr. Edwards, I suppose, about three or four years.

Q. What time of the day did you go there? A. We went there in the afternoon.

Q. About what time in the afternoon did you go there? A. I suppose it was around about half past 3 or 4, or a little after that.

Q. Half-past three or four o'clock in the evening? A. Yes, sir.

328 Q. Who else was with you? A. Nobody else.

Q. What time did you get back home? A. Well, I don't know exactly what time I got back.

Q. Why? A. Because I didn't go direct home.

Q. How long did you stay in the house? A. I didn't stay in the house a great while; I staid there long enough to examine and see what kind of work was done, and how it was done.

Q. Can you approximate the time you were in the house—was it three quarters of an hour, or half an hour? or was it two hours? A. I suppose I was there on an average in taking in every thing around about half an hour.

Q. What would you say of paper, costing as much as you stated this paper cost, put up in the manner in which this paper was put up, according to your opinion—what would you say as to the likelihood of that paper remaining on the wall ten years? A. Well, in an instance like that I would say that it is according to the condition of the wall and how the wall is prepared for the paper to go on; it is not the grade of paper that controls; cheap paper will stand if it is put on properly. Now, a wall like this (referring to wall of the office of Mr. Edwards in the Equity building, 319 4½ St. N. W.) is

329 different from the walls for ordinary paper. You take a wall like this even when it is newly plastered, and you have got to take sand paper and sand paper off those lumps down—if you do not it will show through.

Q. What did you find in the condition of these walls? A. The paper was put over a wall that had been white-washed, and instead of the wall being scraped, the white-wash being scraped off and the wall sized the way it ought, the paper was just put on and then the other paper that was put on was put on over that paper.

Q. You found two layers of paper? A. Yes, in a spot, you might say.

Q. You found two layers of paper in that room? A. Yes, sir.

Q. In one place? A. Yes, sir.

Q. Did you go all over the room to see if two layers of paper were put on? A. I took the best part of it by pulling it off; I only saw that one there, but you could tell whether the wall was properly sized no matter how common the paper was.

Q. State whether or not paper placed upon walls which already contained a layer of paper which had been laid upon white-washed walls, would pull away within a comparatively short time? A.

Well, now, as I say the paper on one side of the room had but one coat, and on the other side it had two coats.

Q. You did not answer my question? Q. State whether or not paper placed upon walls which already contained a layer of  
330 paper which had been placed upon white-washed walls would pull away within a comparatively short time? A. Well, now, as I say the paper on one side—well, the paper, if the walls were not properly sized, naturally would pull away.

Q. And this wall had not been properly sized according to your opinion? A. No, it was not sized.

Q. Now had it been scraped? A. No, it had not been scraped.

Q. And how much of the wall did you examine before you came to that conclusion? A. Well, I just got hold of the old paper that was on there and pulled it right off.

Q. Then, you only examined the one spot from which you pulled the paper? A. Yes.

Q. How large a place was that spot that came off when you took hold of it—did it take up the whole room? A. The ceiling and side.

Q. All four sides? A. One side and the ceiling.

Q. Did you look at the other side of the room? A. I looked at it, and the paper was all falling off.

Q. Did you find the white-washed condition of the wall on the other side too? A. On one side it was white-washed, and on  
331 the other side it was falling off; this paper that was holding that paper on one side had not been put on properly, and on the other side the paper was falling off.

Q. What did you see to indicate that coal oil had been used in the paint which was put on that house? What were the indications which enabled you to arrive at that conclusion? A. I arrived at that because there was no substance there for the paint to show up.

Q. Is it possible then that it could have been painted with this coal oil preparation, and then not appear after a year or so?

The WITNESS: After a year or so?

Q. Yes? A. Well, according to that, if there was coal oil put in.

Q. Just answer my question, Mr. Neale? A. Well, no, for the simple reason that if you put the coal oil on, and after it has only been on a short while it will rub off; it would not get dry for some time; coal oil is different from linseed oil which we put driers in.

Q. Would you put driers in when you use coal oil? A. No.

Q. Would coal oil dry out then within two years? A. Yes, coal oil would dry out, but it would rub off.

Q. Then, did you find that this paint would rub off? A. Well, from the looks outside there was not any paint put on that  
332 house within ten years or twelve years; you could tell that from the house next door, and from other houses there; I painted Mr. Miller's three houses near there.

Q. I asked you the simple question—I don't care about the houses in the neighborhood. I asked you if this paint would rub off so as

to show this coal oil preparation? A. I don't say it would rub off under five or six years.

Q. Did you make any examination to see whether it was put on with a coal oil preparation, or the linseed oil preparation? A. No.

Redirect examination.

By Mr. FULTON :

Q. Mr. Neale, as I understand you, that paper was put on the unsized wall, such as this was, or put on over white-washed walls, or over an old papered wall, which could be pulled off just as this paper was pulled off as you were examining the room? A. Yes, sir.

Q. And did pull off when you took hold of it? A. Yes, sir.

Q. But it might stand there ten or twelve years without dropping off of its own weight, so to speak; is that correct? A. Yes, sir.

Q. But if it stood there ten years there would be no adhesive quality in the paste, and when you took hold of it it would  
333 just strip off? A. Yes, sir.

Q. As this did? A. Yes, sir.

Q. Now, if that room had been papered in the same manner as this office is papered, could you have taken hold of it and stripped it off as you did that? A. You would have to scrape it off.

Q. You would have to scrape this wall in this office before the paper would come off? A. Paper put on a wall as this is put on it would be ten years before it would come off.

BENJAMIN R. NEALE.

Subscribed and sworn to before me this 1 day of October, A. D., 1903.

WILLIAM H. SHIPLEY,  
*Examiner in Chancery.*

I certify that the foregoing depositions were taken down by me as an examiner in chancery in short-hand from the oral statements when and as uttered by the deponents thereof; that the same were thereafter transcribed and by me reduced to type-written print, and thereupon read over by the said witnesses and by them subscribed in my presence.

I also certify that my fee of \$17.50 for taking, certifying and returning said depositions is just and reasonable and has not been paid; also that I am not of kin or counsel to any of the parties to this cause, nor in any wise interested in the matters herein involved.

WILLIAM H. SHIPLEY,  
*Examiner in Chancery.*

334

*Opinion of the Court.*

Filed July 11, 1904.

In the Supreme Court of the District of Columbia.

RUDDERFORTH ET AL.	} Equity. No. 23636.
v.	
MATTIE R. SLATER ET AL.	

The original bill in this case was filed November 26, 1902, by Thomas H. Rudderforth and four others as the only children and heirs at law of Emma F. Rudderforth, deceased, against Mattie R. Slater, and John G. Slater, her husband. The plaintiffs allege that they are adults, excepting Frank W. Rudderforth, who sues by next friend, and were given by the will of one William Mocabee, deceased, a fee simple title in premises known as 815 First street, northeast, in this city, (which is further described by metes and bounds), subject to the life estate of their mother, the said Emma F. Rudderforth, who died February 15, 1902. A duly certified copy of the said will is filed with the bill, whereby it appears that the said Emma F. Rudderforth had an equitable life estate in said premises (if she reached the age of 16) and that her lawful issue had the equitable remainder in fee, the legal title being vested by the will in one Ammon Green. The bill further alleges that Emma F. Rudderforth took possession of said property when she was about 18 years of age, and occupied the same as her home for about 30 years, until May 28, 1898, when defendant, John G. Slater, approached her, she being then a widow, and stated to her that he had bought the property at tax sale and had title thereto, and that she would have to vacate same; that the overdue taxes amounted to about

335 \$800.; that a certain Skidmore had obtained a judgment against her and would shortly sell the property and put her out of possession; that by such false and fraudulent representations she was greatly worried and distressed, and that Slater, taking advantage of her condition and lack of information and inexperience, offered her the sum of \$200. for a conveyance of her interest in the property, stating that if she would vacate at once, he, Slater would not require her to pay rent for the current month; that relying upon these representations she accepted his proposition.

The bill goes on to allege that when the said Emma F. Rudderforth went to Slater's office to execute a deed of the property, Slater required her to bring all her children, (the complainants), to join with her in the deed, saying that it was a formality; that accordingly on May 28, 1898, the complainants all united with their mother in a deed which they supposed conveyed the property to Slater, but which in fact conveyed it to Malcolm Hufty, a lawyer. Slater paid Mrs. Rudderforth \$150., reserving \$50. to pay the judg-

ment against her. Subsequently Hufty conveyed the property to Cotter T. Bride, who, on July 18, 1900, conveyed to Mattie R. Slater. Both these deeds are alleged to be without consideration. The bill further alleged that at the time the deed was executed, three of the plaintiffs were infants; they aver that they did not read the deed, nor was it read to them; that they were wholly without information as to their rights in the matter; that their signatures were obtained by Slater by misrepresentation, fraud and deceit "in that

336 he knew what rights they had in the property, but did not reveal it to them and on the contrary, persuaded them to believe they had no interests or rights" therein; that by reason of such fraud they were induced to part with their property, which they aver to be reasonably worth \$1500.; that Slater's statement as to the taxes was false, the record disclosing that said property was sold for taxes April, 1896, for taxes for 1895, amounting to \$9.41, and was purchased by said Slater, as trustee, and by him assigned to one Marshall M. Gilliam, who obtained a tax deed for the same and recorded it a few days before the transaction of May 28, 1898.

The bill prays that the deeds above-described be set aside; that title be decreed to be in the complainants; and that Slater account for the rents, the complainants tendering themselves ready to pay all amounts expended by defendants for repairs and for the acquisition and protection of said property, including the amount paid to Emma F. Rudderforth.

There was an amendment to the bill making certain subsequent encumbrancers parties defendant, but as this encumbrance has been released, this feature of the case need not be considered.

The defendants filed a joint answer in which they give the following version of the transaction: that John R. Slater, acting as the agent of his wife, called upon Emma Rudderforth to purchase the property in controversy; that it was then subject to taxes from 1880 to 1896; that at the 1896 sale it had been bought in by Slater for the taxes of 1895, who assigned certificate to one Belvin, to be held

337 by him subject to Slater's orders, but who transferred it without Slater's knowledge to one Gillian, who obtained a deed from the District, of which facts defendants were ignorant at the time of the negotiations for said property; that the said property was again sold for the taxes of 1896 in 1897, and was bought in by a son of defendants for the benefit of Mrs. Slater who now holds the certificate and is entitled to a deed thereunder. The answer further admits that at the time of the negotiations one Skidmore had obtained a judgment against the said Emma F. Rudderforth "and that the said Skidmore had threatened to seize her interest in said property to satisfy the same, and that as part of the consideration for the purchase of the said property defendants paid and satisfied said judgment." Defendants further deny they made any false representations to the said Emma Rudderforth, but that John G. Slater, acting as agent of his wife, "offered the said Emma F. Rudderforth the sum of two hundred dollars for the interest of herself

and children and that the said offer was accepted ;" that each of the said complainants understood they were selling their interest in said property, "because of their inability to clear up the title, pay the taxes, etc. ; and that although some of the said children were minors, defendants were willing to take their interests subject to their ratification or avoidance of the same." They admit that the property was conveyed to Hufty, and subsequently to Bride, because each advanced money to defendants. They allege the representations made to Mrs. Rudderforth as to twenty years' taxes being unpaid and that

John G. Slater had purchased the same at tax sales, were  
338 true. They allege the value of the property to be not more than \$800., and that it rents for \$8.30 per month. It further appears that the assignment of said judgement was made to Malcolm Hufty May 2, 1898.

By a petition filed in the case by Mattie R. Slater July 23, 1903, it appears that she has received an offer of \$2900.00 from the Washington Terminal Company for said property.

The testimony in the case is exceedingly voluminous, and much of it entirely irrelevant to the issue. Daisy B. Palmer, one of the complainants, testifies that she was present at the interview between Slater and her mother, and that he told her that the property was eaten up with taxes ; that Skidmore was pushing to collect his judgement and that, unless she took the \$150. he (Slater) offered, the house would be taken from her. She further testifies that she and the other children did not know that they had any interest in the property and received no part of the purchase money ; that Slater did not state what their interest was, but that, when they signed the deed at his office, her sister, Mrs. Mullen, asked Slater to let her look at the paper, and he answered that their signing was a mere matter of form. Three of the other complainants corroborate her as to the request of Mrs. Mullen, their lack of knowledge of their interests, and the non-receipt of any part of the purchase money. Further testimony was offered by complainants to the effect that three of the children were infants when they signed the deed, and that none of

them had authorized their mother to act for them. Mr. Doyle,  
339 an experienced real estate man, testified that the property was worth \$1500. in 1898, and that the Washington Terminal Company had offered Mrs. Slater \$2900. for it since the suit was instituted. Mr. Leipold testified to the rent collected for Slater at \$8.30 per month since the deed was obtained from Mrs. Rudderforth and complainants.

For the defendant, the material witnesses were Mr. Slater's son, who swore that he was present in his father's office when the deed was signed, and that his father read it to plaintiffs, but that he did not hear his father tell plaintiffs what interest they had in the property ; Mr. Fickling, who said that if he "was buying the property and there was no chance of his disposing of it I don't think I would give more than six or seven hundred dollars for it," and Mr. John G. Slater's version of the transaction is as follows : He went

to Mrs. Rudderforth in May 1898, having secured the assignment of a judgment for \$53.00 and costs against her to a dummy who held it for him, and represented that there were about twenty years' taxes due on this property, the total amount of which he didn't know until after the deed was signed, and offered her \$150. in cash and the judgment for the property. He says (p. 34) "I either told her that I had that judgment or would pay that judgment and give it to her and this \$150." for this property, subject to taxes.

"Q. State whether or not anything was said about the interest of Mrs. Rudderforth's children in the negotiations? A. Well, I knew that the property belonged to them at her death and they knew that the property belonged to them at her death.

\* \* \* \* \*

340 "Q. How are you able to testify as to that; just tell us that? A. Because of the fact I told them that the interest belonged to them at the death of the mother and they said they knew it too.

\* \* \* \* \*

"I told Mrs. Rudderforth I had bought it in for taxes and there was 20 years' taxes on it." (p. 36)

"I read them the deed and told them the contents of the deed, and told them of their heirship and they stated they knew it. I asked them if they were willing for the transaction and they said they were. They wanted their mother to get the money." (p. 37)

On cross-examination, he stated that he was dealing extensively in tax titles at that time; that he cannot remember what he gave for the Skidmore judgment; that he has never had the said judgment satisfied on the books of the justice of the peace.

As to the payments, the following is instructive:

"Q. Can you state the amounts, if any, you were to pay for the other children's respective interests in this property to their mother, for them respectively? A. I don't know. Because she might have lived a long time—longer than all of them, and the whole of it might have been hers.

"Q. Then if I understand your answer you had no agreement with anyone of these complainants to pay him or her any particular sum of money for his or her interest in this property? A. I had an agreement to pay them all \$150. in cash and give them that judgment and they were to divide it to satisfy themselves and they all said give it to the mother."

341 He further testifies that he settled the back taxes by paying Mr. Gilliam \$125; that he knew when he visited Mrs. Rudderforth in May 1898, that he could get the twenty years' arrears of taxes cancelled.

From the pleadings and testimony in the case, the situation presented is substantially as follows: The defendant, Slater, a man experienced in dealing in tax titles and securing cancellation of back:

taxes, ascertained that the property in question was subject to taxes from 1880 down to 1896. In the latter year he bought it in for the taxes of the preceding year, assigning the certificate of purchase to one Belvin, who furnished the money and with whom he had an agreement to divide profits arising out of this and similar transactions. The holder of this certificate would be entitled to a deed in two years, *i. e.* in April or May, 1898. The grantee in that deed could, as the law then stood, obtain a cancellation of all back taxes. For this purchase he paid between nine and ten dollars. Before making it, he ascertained that there was a large arrearage of taxes on the lot and this was the incentive to its purchase at the sale aforesaid. (Record p. 42-3.) Next, Slater ascertained that a grocer named Skidmore had a judgment of \$53.00 and costs against Mrs. Rudderforth, the holder of a life-estate in, and the possession of said property. This he purchased several weeks before visiting her, for an amount which he cannot remember, and has it likewise assigned to a dummy for his (Slater's) use. Thus equipped, he visits Mrs. Rudderforth, who was a widow, illiterate (she signed the deed by making her mark), with five children, three of whom were infants,

342 and in needy circumstances: Just what transpired at that interview may admit of debate. Mrs. Rudderforth's daughter, who was present, says that Slater told her that the property was eaten up with taxes, that Skidmore was pushing to collect his judgment and that, unless she took the \$150.00 the house would be taken from her. Slater says he told Mrs. Rudderforth that he had bought the property for taxes and there was twenty years' taxes on it; that he either told her he had the judgment or would pay the judgment and give her \$150. besides. He says he did not then know what the back taxes amounted to; nor did that make any difference to him, because with the deed he thought he controlled he could cancel whatever amount might exist. If he did not know the amount of such back taxes, it is reasonable to presume that he represented to Mrs. Rudderforth that such taxes, together with the Skidmore judgment and the \$150. represented the full value of the property, which was palpably untrue, as the back taxes did not exceed \$450. and the property, according to the weight of the testimony, was worth at least \$1200. It does not appear that he had any negotiations with the plaintiffs as to the price at which they would sell. Indeed, the only testimony that they knew they had any interest in the property is Slater's statement that, at the time the deed was executed, he told them of "their heirship," and in this he is not supported by his son, who was present, and is flatly contradicted by four of the complainants. There is no dispute that no one of the complainants received one cent of the consideration or that any agreement was made whereby they, or any of them, were to get any part of it. In

343 fact, three of them were incapable in law of making a valid deed or contract, or of authorizing one to be made for them.

Should a court of equity put the seal of its approval on a deed obtained under such circumstances?

It is insisted by counsel for defendants

1st. That mere inadequacy of consideration, unless extremely gross does not prove fraud.

2nd. That the vendee is not bound to disclose knowledge to vendor where facts are equally accessible to both, and

3rd. That as the bill charges actual fraud, that not having been proven, the court cannot grant relief for mere inadequacy of consideration.

These three propositions may be accepted as generally true; but I cannot apply them to the facts of this case. Where the parties are both in a situation to form an independent judgment concerning the transaction, and acted knowingly and intelligently, mere inadequacy of consideration, unaccompanied by other inequitable incidents, is not ordinarily of itself a sufficient ground for cancelling an executory or executed contract. But where inadequacy is accompanied by other inequitable incidents, such as undue advantage or oppression on the part of the one who obtains the benefit, or ignorance, pecuniary necessities and the like on the part of the other, these circumstances, combined with inadequacy of price, afford ground for relief in equity; or, at least, they throw the burden of proof upon the party claiming the benefits of the transaction of showing that the other acted voluntarily, knowingly, intentionally and deliberately, and that his consent was not obtained by

344 oppression or undue advantage taken of his condition, situation, or necessities.

Anson Cont. (4th ed.) 169, lays down the rule substantially, as follows: In the case of dealings with persons under pressure of necessity or distress, without adequate protection, the court will look, not merely to the acts of the parties, but to the reasonableness of the transaction under all the circumstances of the case, and, if it appears that one has taken advantage of the unprotected situation of the other to drive a hard bargain, the transaction will not be allowed to stand. This rule is often applied to expectant heirs, reversioners, and holders of other expectant interests. If a man takes advantage of the present poverty or imagined distress of the owner of an expectant interest to purchase that interest for an inadequate price, equity will afford relief. But, it is also claimed that as the bill charges fraud which had not been proven, the court cannot grant relief for mere inadequacy of consideration. In other words, that the allegations and the proof do not correspond. While the bill in this case is crude and inartificially drawn, it does allege that by reason of the actions of Slater the complainants were induced to part with their property for an inadequate consideration; that Slater failed to inform them as to their rights in the matter, of which they were ignorant, and that at the time they parted with their rights in the property at least three of them were infants, and all of them had a mere expectancy. Without going fully into the allegations of the bill I feel satisfied that it is broad enough to sustain the proof that was offered.

345 While in my judgment these principles are sufficient to dispose of the case there is another view of it which leads to the same conclusion. I cannot find from the evidence that these plaintiffs ever received one cent for this property, or that they ever authorized their mother to receive one cent for them or for any of them. So far as they were concerned the consideration is not merely inadequate but is wholly wanting. Slater testifies in effect that he made no bargain with them or with any one of them; that he paid no part of the consideration to them or to any one of them, and as I have said he fails to show that their mother had any authority to contract for their interests or to receive any part of the purchase money in payment therefor. Of course the judgment which was included in the purchase price was not against them nor against their interest in the property; and all the testimony is to the effect that the balance of \$150 was paid directly to the mother.

For the reasons above given I will sign a decree setting aside the deeds and vesting the title in these plaintiffs, and the case will be referred to the auditor to state an account between the parties, in which Slater will be charged with all the income he has received from the property since the death of the life tenant Emma F. Rudderforth, and credited with all necessary expenditures in the shape of taxes, repairs, &c. affecting the same.

In this connection there is also submitted to me without argument equity case No. 24,024, in which the same complainants file a bill against John G. Slater and Alice F. Slater, his daughter, to set aside a tax deed affecting the same property. This tax deed

346 is based upon the certificate obtained in 1896 by John G. Slater, trustee; by him assigned to one Belvin, and by him assigned to Gilliam, who obtained a deed from the Commissioners dated May 20, 1898. This is the same sale testified to in the case number 23,636. Gilliam afterwards conveyed the property to one Rawlings, who by deed dated May 15, 1903, and recorded June 12, 1903, conveyed said property to defendant, Alice F. Slater, who was, as I have said, the daughter of John G. Slater. The tax deed is the one used by Slater to secure a cancellation of the back taxes from 1880, as appears from his testimony in the first case. The tax deed is attached on a number of grounds. In my judgment the sale under which it was obtained is absolutely void for two principal reasons.

1st. Because the property was not assessed in the name of the rightful owner, and

2nd. Because the description in the advertisement of the sale is hopelessly defective and cannot be identified with the property in the suit, either of which reasons would be sufficient for setting it aside.

The question arises, upon what terms it should be set aside. Ordinarily the complainants would be required to pay nothing more than the taxes for which the property was sold as a condition of having the invalid sale set aside, but it appears in this case that

Slater, by reason of his possession, through his daughter, of the title under this deed was enabled to secure a cancellation of the back taxes. It seems to me, therefore, to be equitable under all the circumstances that Slater should be reimbursed the \$125. which  
 347 he paid either directly or indirectly to Gilliam for the deed as a condition for having the tax deed and subsequent conveyances thereunder set aside, and I will sign a decree in this case based upon those considerations.

ASHLEY M. GOULD, *Justice*.

348

*Decree, &c.*

Filed July 12, 1904.

In the Supreme Court of the District of Columbia.

THOMAS H. RUDDERFORTH ET AL.	} Equity. No. 23636.
vs.	
MATTIE R. SLATER ET AL.	

This cause coming on for hearing upon the original and amended bills, answers, replication, and testimony, and argument by counsel for complainants and defendants in the above entitled cause, and after full consideration of the same, and all and singular the pleadings and proceedings in said cause, and it appearing that complainants are entitled to the relief prayed for in their said original and amended bills, it is this the 12th day of July, A. D., 1904, adjudged, ordered and decreed that the deed made and executed by the complainants and their mother, Emma F. Rudderforth, to Malcolm Hufty, dated May 26th, 1898, and recorded June 3rd, 1898, in Liber 2300 at folio 396 of the land records of the District of Columbia, referred to in the suit, be and the same is hereby decreed null and void, and is hereby cancelled, in so far as said deed affects the interest or title of the complainants in this suit in part of lot 3 square 717, referred to in said deed.

It is further adjudged, ordered and decreed that the deed dated April 3rd, 1899, executed by Malcolm Hufty to Cotter T. Bride, recorded May 23rd, 1899, in Liber 2406 at folio 194, of the land  
 349 records of the District of Columbia, likewise referred to in this suit, be and the same hereby is likewise decreed null and void and cancelled.

It is further adjudged, ordered and decreed that the deed dated July 18th, 1900, and recorded July 20th, 1900, in Liber 2533 at folio 8 of the land records of the District of Columbia, executed by Cotter T. Bride and wife to the defendant Mattie R. Slater, be and the same hereby is likewise decreed to be null and void and cancelled.

It is further adjudged, ordered and decreed that the deed of trust, executed by the defendants, Mattie R. Slater and her husband, John

G. Slater, to Carl J. F. Graff and John H. Walter, trustees, dated 1st day of October, 1901, and recorded in Liber 2588 at folio 373 of the land records of the District of Columbia, be and the same hereby is decreed null and void and cancelled, in so far as it affects the land and premises involved in this cause, and said land and premises are hereby wholly relieved and discharged from the effect and operation of said trust.

It is further adjudged, ordered and decreed that the said defendants, Mattie R. Slater and John G. Slater, be and they are hereby decreed and required to fully and accurately account for and disclose all the rents and profits, which they collected or received from or for the use of the land and premises, hereinbefore referred to, after the death of complainants' mother, Emma F. Rudderforth, to wit, February 15th, 1902, and that the complainants have judgment  
350 and execution as at law against the said defendants, Mattie R. Slater and John G. Slater, for all such moneys found to be due upon said accounting, as herein provided.

It is further adjudged, ordered and decreed that the defendants Mattie R. Slater and John G. Slater shall receive back such moneys as they, or either of them, actually paid out for necessary repairs, taxes or expenses after the death of complainants' mother, Emma F. Rudderforth, to wit, February 15th, 1902, upon the house No. 815 First street, northeast, formerly on part of lot 3 square 717, described in the bill in this suit.

It is further adjudged, ordered and decreed that this cause be, and the same hereby is referred to the auditor for the purpose of stating the account, in accordance with the terms of this decree, and when same has been so stated, to be reported to this court.

And it is further adjudged, ordered and decreed that the complainants herein have judgment and execution as at law against the said defendants, Mattie R. Slater and John G. Slater, for all costs ; and this decree be recorded among the land records of the District of Columbia.

ASHLEY M. GOULD, *Justice*.

From which decree defendants Mattie R. Slater and John G. Slater pray in open court an appeal to the Court of Appeals of the District of Columbia and appeal bond for costs is fixed at \$100.

ASHLEY M. GOULD, *Justice*.

351

*Memorandum.*

July 28, 1904.—Appeal bond filed.

*Order Extending Time to File Transcript.*

Filed September 14, 1904.

In the Supreme Court of the District of Columbia, Holding an Equity Court.

THOMAS H. RUDDERFORTH ET AL.	}	Equity. No. 23636.
vs.		
MATTIE R. SLATER ET AL.		

On application of the solicitor for the defendants, it is this 14th day of September A. D. 1904 ordered that the time for filing the transcript of record on appeal from the decree of this court be and the same hereby is extended to the 15th day of October, A. D. 1904.

THOS. H. ANDERSON, *Justice.**Memorandum.*

October 14, 1904.—Time to file transcript of record in Court of Appeals, extended to November 15, 1904.

352 *Order for Preparation of Record on Appeal.*

Filed October 31, 1904.

THOMAS H. RUDDERFORTH ET AL.	}	Equity. No. 23636.
vs.		
MATTIE R. SLATER ET AL.		

The clerk in preparing the record in the above-entitled cause for the Court of Appeals will include the following:

November 26th, 1902. Bill and Exhibits A to F inclusive.

March 6th, 1903, for Answer of defendants Nos. 1 and 2.

February 3rd, 1903.

April 8th, 1903. Replication filed.

September 25th, 1903. 11 depositions on behalf of complainant.

October 1st, 1903. 5 depositions behalf defendants and exhibits.

October 26th, 1903. 2 depositions behalf complainant.

July 11th, 1904. Opinion of A. M. Gould, justice.

" 12, 1904. Decree adjudicating rights of parties and appeal prayed in open court.

F. EDWARD MITCHELL,  
*Attorney for Defendants 1 & 2.*

353

*Order to Prepare Additional Transcript.*

Filed November 3, 1904.

In the Supreme Court of the District of Columbia.

THOMAS H. RUDDERFORTH ET AL.	}	Equity. No. 23636.
vs.		
MATTIE R. SLATER ET AL.		

The clerk will please prepare as part of the transcript of the record of appeal in this cause the following:

December 5, 1902. Answer of defendant, Mattie R. Slater to rule and affidavit of John G. Slater thereto annexed.

December 16, 1902. Amendment to the bill.

March 7, 1902. Answer of defendant No. 5.

April 2, 1902. Answer of defendant No. 3.

April 8, 1902. Answer of defendant No. 4.

Exhibit M. H. 3 to deposition of Malcolm Hufty.

W. WALTON EDWARDS,  
*Solicitor for Complainants.*

354

Supreme Court of the District of Columbia.

UNITED STATES OF AMERICA, { ss:  
*District of Columbia,*

I, John R. Young, clerk of the supreme court of the District of Columbia, hereby certify the foregoing pages, numbered from 1 to 353, inclusive, to be a true and correct transcript of the record, as per directions of counsel herein filed, copies of which are made part of this transcript, in cause No. 23,636, in equity, wherein Thomas H. Rudderforth *et al.* are complainants, and Mattie R. Slater *et al.* are defendants, as the same remains upon the files and of record in said court.

In testimony whereof, I hereunto subscribe my name and affix the seal of said court, at the city of Washington, in said District, this 15th day of November, A. D. 1904.

Seal Supreme Court  
of the District of  
Columbia.

JOHN R. YOUNG, *Clerk.*

355 In the Court of Appeals of the District of Columbia.

MATTIE R. SLATER ET AL., Appellants,	} No. 1493.
vs.	
THOMAS H. RUDDERFORTH ET AL., Appellees.	

In printing the record the clerk will please omit the following designated parts thereof, the same being deemed unnecessary for a proper hearing and decision on the merits of the case, the only error complained of being the final decree.

All of page 68, except the last nine lines; all page 69, except the first seven lines and the last five lines; all page 70 except the first five lines and the last line; all page 71 except the first eight lines; all page 72 except lines nine to twelve and fifteen to twenty-two inclusive; all page 73 except lines 8, 9 and 10 and from line 20 to end; all page 74 except lines one to sixteen and line twenty-two to end; all page 75 except the first eleven lines; all page 77 except the first eleven lines; all page 78 except lines 9 to 12 inclusive; all page 80 except from line 6 to end; all page 82 except first 27 lines; all page 83 except last eleven lines; all page 85 except first 8 lines and lines 18 to 24 inclusive; all page 86 except last sixteen lines; all page 87 except lines 4 to 18 inclusive and from line 23 to end; all page 89 except the first 14 lines and from line 21 to end; all page 90 except first 20 lines; all page 92 except first 18 lines; all page 94 except first two lines and last seven lines; all page 95 except the last seven lines; all page 96; all page 97 except lines 20 to 26 inclusive; all pages 98 to 117 inclusive; all page 118 except lines 12 to 15 inclusive and lines 18, 19, 20 and 30; all page 119 except the first three lines; all pages 120 to 142 inclusive; all page 143 except lines 5 and 6; all page 144, except lines 3 to 11 inclusive and from line 19 to end; all pages 145 to 211 inclusive; all page 215 except first six lines; all pages 216 to 219 inclusive; all page 220 except first two lines and from line 15 to end; all page 223 except last four lines; all page 232 except first ten lines; all pages 233 to 242 inclusive; all page 243 except last four lines; all page 250 except first fourteen lines; pages 251 to 312 inclusive; all page 313 except lines 16 to 22 inclusive; all page 314 except last 8 lines; pages 318 to 333 inclusive.

O. B. HALLAM,  
W. M. HALLAM,  
F. EDW. MITCHELL,  
*Attorneys for Appellants.*

(Endorsed :) No. 1493. Slater *et al.* vs. Rudderforth *et al.* Appellants' designation for printing record. Court of Appeals District of Columbia. Filed Nov. 22, 1904. Henry W. Hodges, clerk.

357 In the Court of Appeals of the District of Columbia.

MATTIE R. SLATER ET AL., Appellants,  
 vs.  
 THOMAS H. RUDDERFORTH ET AL., Appellees. } No. 1493.

In printing the record, the clerk will please omit the following designated parts only, being portions of those designations of the record to be omitted directed by counsel for appellants. The balance of the record, counsel for appellees desire to be printed notwithstanding the order of counsel for appellants.

The portions to be omitted are the following:

Page.	Lines.
72.....	Omit 1 to 8 inclusive.
75.....	" last 3.
77.....	" 23 to 26 inclusive.
80.....	" 1 to 5 inclusive.
82.....	" all except 1 to 27 inclusive.
83.....	" " " last 11.
94.....	" 3 to 12 inclusive.
95.....	" 21 to 24 inclusive.
96.....	" 20, 21, 27, 28.
97.....	" 1 to 7 inclusive.
98.....	" 12 to 17 inclusive.
99.....	" 20 to 22, and 26 to end inclusive.
100.....	" 1 to 9 inclusive.
101.....	" all except 1.
102, 103, inclusive.....	" all.
104.....	" 1 and 24 to end inclusive.
105.....	" all.
106.....	" " except last 3.
107.....	" last 5.
358	
108.....	Omit all except last 7.
110.....	" 21 to 30 inclusive.
111.....	" last line.
112, 113 inclusive.....	" all
114.....	" 1 to 13 and 16, 17, inclusive.
115.....	" 1 to 6 and 12 to 17 inclusive.
118.....	" 7 to 11, 16, 17, 22 to 25 and 27 to 29 and margin, inclusive.
119.....	" 17 to 23 inclusive.
121.....	" 6 to 8 inclusive.
122.....	" 4 to 6, 14 to 17, 23 to 26, inclusive.
126.....	" 14 to 25 inclusive.
127 to 129, inclusive..	" all

130.....	Omit 1 to 7 inclusive.
135.....	" 10 to 26 inclusive.
136.....	" all
138.....	" 15 to 17 and 20 to 23 inclusive.
139.....	" 18 to 20 inclusive.
140.....	" 14 to 21 inclusive.
141.....	" all
142.....	" 1 to 9 inclusive.
145.....	" 14, 15.
146.....	" 12, 13 and last 6
147.....	" all except last 11
150.....	" 11 to 15 inclusive.
158.....	" last 3
159.....	" 1 to 11 inclusive.
161.....	" 13 to 19 inclusive.
162.....	" 11 to 25 inclusive.
172.....	" all except last 3
173.....	" 1 to 12 inclusive and last 2
174.....	" 1 to 5, inclusive, and 14, 15, 18, 19
176.....	" 1 to 4 inclusive.
177.....	" 18 to end inclusive.

359

178.....	Omit 1 to 5 and 19 to 26 inclusive
179.....	" all except 14 to end inclusive
191.....	" all except 1 to 11 inclusive.
192 to 203, inclusive...	" all
211.....	" all
215.....	" all except 1 to 6 inclusive
216.....	" all
217.....	" all except last 6
219.....	" all except 1 to 12 inclusive.
220.....	" all except 1, 2, and 15 to end inclusive.
223.....	" all except last 4
232.....	" all except 1 to 10 inclusive and last 3
312.....	" all.

W. WALTON EDWARDS,  
*Attorney for Appellees.*

(Endorsed :) #1493. Slater, Mattie R., *et al.*, appellants, *vs.* Rudderforth, Thos. H., *et al.*, appellees. Designation of record to be omitted by counsel for appellees. Court of Appeals, District of Columbia. Filed Nov. 28, 1904. Henry W. Hodges, clerk.

Endorsed on cover: District of Columbia supreme court. No. 1493. Mattie R. Slater *et al.*, appellants, *vs.* Thomas H. Rudderforth *et al.* Court of Appeals, District of Columbia. Filed Nov. 15, 1904. Henry W. Hodges, clerk.

